

CITY OF SCOTTSBLUFF
Scottsbluff City Council Chambers
2525 Circle Drive, Scottsbluff, NE
CITY COUNCIL AGENDA

Regular Meeting
May 5, 2014
6:00 PM

1. Roll Call
2. Pledge of Allegiance.
3. **For public information, a copy of the Nebraska Open Meetings Act is available for review.**
4. Notice of changes in the agenda by the city clerk (Additions may not be made to this agenda less than 24 hours before the beginning of the meeting unless added under Item 5 of this agenda.)
5. Citizens with business not scheduled on the agenda (As required by state law, no matter may be considered under this item unless council determines that the matter requires emergency action.)
6. Consent Calendar:
 - a) Approve the minutes of the April 21, 2014 Regular Meeting.
 - b) Set May 19, 2014, 6:05 p.m. as the Public Hearing for a Class I Liquor License for Prime Cut Meat Market and Restaurant.
 - c) Set May 19, 2014, 6:05 p.m. as the Public Hearing for Zone change requests for Lots 2 & 3, and Lots 8 and 9, Subd. of Enterprise Tracts 13-15 Addition, from R-1A Single Family Residential to C-2 Neighborhood and Retail Comm. These parcels are south of 27th St. between Ave. F and Ave. G.
 - d) Set May 19, 2014, 6:05 p.m. as the Public Hearing for Annexation of Block 9, Five Oaks Subdivision, this parcel is situated on the SE corner of Avenue I and 42nd Street approximately 7.7± acres.
 - e) Set May 19, 2014, 6:05 p.m. as the Public Hearing for Rezone of proposed Final plats, Lot 7, Blk 13, Lots 1-3, & Tract 2, Blk 6, & Lot 8 & Tract 1, of Blk 14, Five Oaks Subd. from Ag to R-1A Residential. Parcels are W of proposed Five Oaks Dr. and No. of 36th St.; Lot 7, Blk.13 is No. of 38th St.
 - f) Set a May 19, 2014, 6:05 p.m. as the Public Hearing for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision. These parcels are west of proposed Five Oaks Drive and north of 36th Street and proposed Sage Brush Drive.
7. Claims:
 - a) Regular claims
8. Financial Report:

- a) Council to review the March, 2014 Financial Report.
- 9. Petitions, Communications, Public Input:
 - a) Mayor to read and sign a Proclamation recognizing Police Week May 11 thru May 18, 2014.
- 10. Reports from Staff, Boards & Commissions:
 - a) Council to consider approval of the alley yard waste collection options.
 - b) Council to consider approval of the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.
 - c) Council to consider approval of the Memorandum of Understanding Natural Resources District, City of Gering and Waste Connections regarding collection and transportation of recyclable materials and authorize the Mayor to execute the memorandum.
 - d) Council to authorize Mayor to sign Sub-award Certification for a 319 Grant in the amount of \$40,000.00 for rain gardens.
 - e) Council to consider approval of the License Agreement with Duhamel Broadcasting to occupy property containing the Anchor Point and authorize the Mayor to execute the agreement.
 - f) Council to consider approval of the contract for Economic Development Consultant Thomas P. Miller and Associates, and authorize the Mayor to execute the contract.
- 11. Resolution & Ordinances:
 - a) Council to consider an Ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas.
 - b) Council to approve the Rules and Regulations for the use of the Right-of-Way in the City of Scottsbluff.
 - c) Council to consider an Ordinance adopting the 2014 National Electrical Code (second reading).
 - d) Council to consider the Ordinance authorizing the sale of .50 acres of city-owned property located at the Northeast corner of 5th Avenue and 42nd Street to Nebraska Public Power District (third reading).
 - e) Council to consider the Agreement to sell city-owned property to Nebraska Public Power District.
- 12. Executive Session
 - a) Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.
- 13. Public Comments: The purpose of this agenda item is to allow for public comment of items for potential discussion at a future Council Meeting. Comments brought to the Council are for information only. The Council will not take any action on the item except for referring it to staff to address or placement on a future Council Agenda. This comment period will be limited to three (3) minutes per person

14. Council reports (informational only):
15. Scottsbluff Youth Council Representative report (informational only):
16. Adjournment.

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent1

Approve the minutes of the April 21, 2014 Regular Meeting.

Staff Contact: Cindy Dickinson, City Clerk

The Scottsbluff City Council met in a regular meeting on Monday, April 21, 2014 at 6:00 p.m. in the Council Chambers of City Hall, 2525 Circle Drive, Scottsbluff. A notice of the meeting had been published on April 18, 2014, in the Star Herald, a newspaper published and of general circulation in the city. The notice stated the date, hour and place of the meeting, that the meeting would be open to the public. That anyone with a disability desiring reasonable accommodation to attend the council meeting should contact the city clerk's office, and that an agenda of the meeting kept continuously current was available for public inspection at the office of the city clerk in City Hall; provided, the city council could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also had been delivered to each council member, made available to radio stations KNEB, KMOR, KOAQ, and television stations KSTF and KDUH, and the Star Herald. The notice was also available on the City's website on April 18, 2014. An agenda kept continuously current was available for public inspection at the office of the city clerk at all times from publication of the notice to the time of the meeting.

Mayor Randy Meininger presided and Deputy City Clerk Burbach recorded the proceedings. The Pledge of Allegiance was recited. Mayor Meininger welcomed everyone in attendance and encouraged all citizens to participate in the council meeting asking those wishing to speak to come to the microphone and state their name and address for the record. Mayor Meininger informed those in attendance that a copy of the Nebraska Open Meetings Act is posted in the back of the room on the west wall for the public's review. The following Council Members were present: Raymond Gonzales, Mark McCarthy, Randy Meininger, Scott Shaver and Liz Hilyard. Absent: None.

Mayor Meininger asked if there were any changes to the agenda. There were none. Mayor Meininger asked if any citizens with business not scheduled on the agenda wished to include an item providing the City Council determines the item requires emergency action. There were none.

Moved by Council Member Gonzales, seconded by Council Member McCarthy, that: "The minutes of the April 7, 2014 Regular Meeting be approved," "YEAS", Gonzales, McCarthy, Meininger and Hilyard, "NAYS" Shaver. Absent: None.

Moved by Council Member Shaver, seconded by Council Member Gonzales, "that the following claims, be and hereby are approved and should be paid as provided by law out of the respective funds designated in the list of claims dated April 21, 2014, as on file with the City Clerk and submitted to the City Council," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

CLAIMS

ABBIGAIL YELLMAN,REIMB.,31.45; ADVANCE SERVICES, INC,CONTRACT,548.1; ALAMAR UNIFORMS,UNIFORMS,879.41; AMAZON.COM HEADQUARTERS,BKS & SUPP,717.84; ANDERSON FORD INC,CIP-PO#1 PUB SAFETY,61176; ANITA'S GREENSCAPING INC,1ST AVE #3,281; ASSURITY LIFE INSURANCE CO,LIFE INS,34.36; B & C STEEL CORPORATION,SUPP,87.4; BLUFFS SANITARY SUPPLY INC.,DEPT SUPPL,145.02; BRODART COMPANY,DEPT SUPP,188.63; CAPITAL BUSINESS SYSTEMS INC.,CONT. SRVC,194.2; CARR TRUMBULL LBR INC.,SUPP,19.99; CENCON, LLC,CONTRACTUAL SVC,750; CENTURY LUMBER CENTER,BLD MTC,66.59; CITY OF GERING,DISPOSAL FEES,36967.71; CITY OF SCB,PETTY CASH,60; CLARK, DAWN,WITNESS FEES,93.46; CONNECTING POINT

INC,SUPPLIES,3129.35; CONSOLIDATED MANAGEMENT,SCHOOLS & CONF,120.5; CONTRACTORS MATERIALS INC.,HARD HATS,328.09; CREATIVE SIGNS BY COZAD,CIP PO#1-PUB SAFETY,750; CREDIT INFORMATION SYSTEMS,SERVICES,19; CREDIT MANAGEMENT SERVICES INC.,WAGE ATTACH,218.53; CULLIGAN OF SCOTTSBLUFF,BLDG MAINT,16.2; DALE'S TIRE & RETREADING, INC.,EQUIPMENT MTNC,54.81; DEEDS, RICK,CONF,389.66; FARMERS IRRIGATION DIST,CON SRV,2028; FIRST WIRELESS, INC,TOWER MAINT,302.3; FITZGERALD, SCHORR, BARMETTLER, &,SERVICES,5722.16; FLOYD'S SALES & SERV INC.,VEHICLE MTNC,15877.95; FYR-TEK,BUNKER GEAR,6365.19; GAMETIME,STRUCTURES,59954.02; GENERAL TRAFFIC CONTROLS, INC,SUPP,199.76; GERING VALLEY PLUMBING & HTG. INC,BLD MTC,755; GOLD WATCH LLC,DISPOSAL FEES,750; GRAPHIC SCREEN PRINTING,UNIFORMS,368; HAWKINS, INC.,CHLORINE,1337.6; HEILBRUN FARM IND SUPP.INC.,DEPT SUPPLIES,1790.58; ICMA RETIREMENT TRUST- 457,DEFERRED COMP - EE,1225.14; IDEAL LINEN SUP INC.,DEPT SUPPLIES,1434.49; INGRAM LIBRARY SERVICES INC,BKS,81.82; INTERNAL REVENUE SERVICE,941 TAXES WITHHELD,57853.96; INTRALINKS, INC,SUPPLIES,20532.07; J G ELLIOTT CO.INC.,BOND,975; JAMES COMBS,TRAINING,60; JERRY HIGEL,ELECT. MAIN,1725; JIRDON AGRI CHEM.INC.,GRD MTC,335.3; JOHN DEERE FINANCIAL,DEPT SUP,29.53; JOHN DEERE FINANCIAL,SUPP,23.95; JOHNSON CASHWAY INC,GRD MTC,799.2; KERRAN HESSLER,SCH CON,30; KEVIN SPENCER,SCHOOLS & CONF,171; KRAMES STAYWELL, LLC,DEP SUP,490.12; LEFT HAND, EMILY,WITNESS FEES,23.4; LEXISNEXIS RISK DATA MANAGMENT INC,CONSULTING,100; MADISON NATIONAL LIFE INS CO, INC,LIFE INSURANCE - ER,1872.63; MATHESON TRI-GAS INC,DEPT SUP,272.82; MCMASTER - CARR,DEPT SUP,123.33; MEININGER, RANDY,TRAVEL REIMB,48.85; MENARDS,DEPT SUP,766.77; MES,EQUIP REPAIRS,341.96; MIDWEST MACHINERY & SUPPLY CO,SUPP,1108.07; MONEY WISE OFFICE SUPPLIES,DEPT SUPPL,229.64; MONUMENT CAR WASH,VEH MAINT,290.57; MONUMENT PREVENTION COALITION,CONTRACTUAL,880; MOORE WALLACE NORTH AMERICA, INC.,DEPT SUPPL,104.58; NE CHILD SUPPORT PAYMENT CENTER,NE CHILD SUPPORT PYBLE,1982.31; NE DEPT OF REVENUE,W/H TAXES,17148.03; NE LAW ENFORCEMENT TRAINING CENTER,TRAINING,44; NE SOCIETY OF CPA'S,DUES,130; NEBR ENVIRONMENTAL PRODUCTS,PARTS,354.27; NEBR. RURAL WATER ASSOC.,CONFERENCE,275; NEBRASKA PRINTWORKS, LLC,WATER QUALITY REPORT,2232.82; NEBRASKALAND TIRE,VEH MAINT,14.5; NORTHWEST PIPE FITTINGS, INC. OF SCB,BLD MTC,69.7; OCLC, INC,CONT. SRVC.,301.85; OREGON TRAIL PLBG & HTG INC,BLDG MAINT,570; PANHANDLE CLERK'S ASSOC,DUES,10; PANHANDLE COOP INC.,GASOLINE,14289.59; PANHANDLE HUMANE SOC,CONTRACTUAL SVC,4881.32; PERRY MADER,SCH CON,30; PIER GENIUS DOCK SYSTEMS,STRUCTURE,20000; PIERCE, GERALD,CDL RE-IMBURSEMENT,57.5; PLATTE VALLEY BANK,HSA EE PYBLE,13998.46; POSTMASTER,POSTAGE,638.02; QUILL CORP,INVEST SUPPL,352.3; RAILROAD MANAGEMENT CO III,LLC,PIPELINE CROSSING,146.16; RAMADA INN-KEARNEY,NPZA CONF LODGING,708.11; RCI,MEDICAL CLAIMS,34197.37; REGION I OFFICE OF HUMAN DEVEL,CONTRACTUAL SERVICES,825; RESPOND FIRST AID SYSTEMS,FIRST AID KIT SUPP,76.8; ROBINSON ELECTRIC,AIRPORT ROAD SOUTH,2831; ROMERO, DAMEND,WITNESS FEES,23.4; S M E C,EE CONTRIBUTION - BIWEEKLY,240; SAFELITE

FULFILLMENT, INC,VEH MTC,74.94; SANDBERG IMPLEMENT, INC,NEW WEED EATER,823.79; SCB COUNTY,SPRAY DESIGNATED WEED AREAS,1850; SCB FIREFIGHTERS UNION LOCAL 1454,FIRE EE DUES,210; SCB POLICE OFFICERS ASS'N,POLICE EE DUES,378; SCOTTS BLUFF COUNTY COURT,LEGAL FEES,306; SCOTTSBLUFF BODY & PAINT, INC,VEH MAINT,156.35; SD SHERIFFS' ASSOCIATION,SCHOOLS & CONF,390; SHERIFF'S OFFICE,LEGAL FEES,262.46; SIMMONS OLSEN LAW FIRM, P.C.,CONTRACTUAL SERVICES,10617.12; SIMON CONTRACTORS,CONCRETE,4485.92; SIRSIDYNIX,CPTL OUT.,6437.5; SPECIAL INVESTIGATIONS,HIDTA BUY MONEY,5000; STAPLES,DEPT SUPPL,210.97; STAR HERALD,LEGAL PUBLISHING,1716.71; THE SHERWIN-WILLIAMS CO,BLD MTC,179.03; THOMAS, MARILYN,WITNESS FEES,23.4; TRINITY BURGNER,SCH CON,30; TYLER TECHNOLOGIES, INC,CONVERSION,93.75; U S WELDING, INC,WELD. SUPP,76.68; UNIQUE MANAGEMENT SERVICES, INC,CONT. SVCS,196.9; UPSTART ENTERPRISES, LLC,DEPT SUPPL,30.25; US BANK,AIR FARE NFA,1140.48; VAN HOOSEAR, KATHY,WITNESS FEES,20; VAN PELT FENCING CO,INC,SUPP,134.07; VERIZON WIRELESS,CELL SERVICE,161.79; VOGT, BILL,WITNESS FEES,23.4; WALMART COMMUNITY/GEMB,BKS & SUPP.,252.21; WELLS FARGO BANK N.A.,RETIREMENT GENERAL - EE,28341.5; WESTERN PATHOLOGY CONSULTANTS, INC,SERVICES,254; WESTERN PLAINS BUSINESS FORMS INC,COPIER MAINT,154.83; YMCA OF SCOTTSBLUFF,EE - FAMILY,1371.3; ZEKE BOWEN,MEALS FOR NFA,360.6; ZM LUMBER CO.,GRD MTC,146.82; JOSEPHINA GONZALES, REFUND, 8.07; CHARLES WALGREN, REFUND, 79.61; KYLIE CONE, REFUND, 1.33; JOSE ARAUJO, REFUND, 1.94; CHRISTINA LOPEZ, REFUND, 5.97.

Council reviewed the January and February 2014 Financial Reports.

Council considered a Business Promotional Event Permit for the Downtown Scottsbluff Association as sponsors of the "Farmers Market" to be held in the mini-park and adjacent parking lot on Saturday mornings, June 7, 2014 through September 27, 2014, 7:00 a.m. to 12:00 p.m. The permit includes street closure of 18th Street between Broadway and 1st Avenue. Moved by Mayor Meininger, seconded by Council Member McCarthy "to approve the Business Promotional Event Permit for the Downtown Scottsbluff Association as sponsors of the "Farmers Market" to be held in the mini-park, parking lot and a portion of East 18th Street from Broadway to 1st Ave. on Saturday mornings, June 7, 2014 through September 27, 2014, 7:00 a.m. to 12:00 p.m.", "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

City Manager Kuckkahn presented the Electrical Code Ordinance, explaining that the Governor has recently signed a law that changed the effective date of adopting the National Electrical Code. The Council had agreed some time ago to adopt the updated code at the same time as the state. The new code has been in place for some time, however, the state has only recently adopted it. He added that a new code is not updated every year. Mr. Kuckkahn added that we would lose our state certification if the Ordinance is not adopted, however, we have some time to review the code. One of the reasons of the time delay in adopting this code is because some of the products in the code have not been manufactured yet.

Council Member Gonzales introduced the Ordinance to adopt the 2014 National Electrical Code, which was read by title on first reading: AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2014

NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, AND REPEALING FORMER SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Meininger introduced the Ordinance authorizing the sale of .50 acres of city-owned property located at the Northeast corner of 5th Avenue and 42nd Street to Nebraska Public Power District which was read by title on second reading: AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF SCOTTSBLUFF, NEBRASKA, DESCRIBED AS A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS SET FORTH IN THIS ORDINANCE, CONTAINING APPROXIMATELY .50 ACRES.

Council considered the annual agreement with Terrytown to provide paint striping. Moved by Council Member Shaver, seconded by Council Member Hilyard "to authorize the Mayor to execute the annual agreement with Terrytown to provide paint striping services," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Council considered the annual agreement with Terrytown to provide street sweeping. Moved by Council Member Shaver, seconded by Council Member McCarthy "to authorize the Mayor to execute the annual agreement with Terrytown to provide street sweeping services," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Council considered the contract with Richard and Darlene Johnson as Campground Hosts at Riverside Park. Moved by Council Member Gonzales, seconded by Council Member McCarthy "to authorize the Mayor to execute the agreement with Richard and Darlene Johnson as Campground Hosts for Riverside Park," "YEAS", Gonzales, Shaver, McCarthy, Meininger and Hilyard, "NAYS" None. Absent: None.

Regarding a Property Maintenance Code, City Manager Rick Kuckkahn informed the Council that the City code enforcement personnel currently use the nuisance ordinances (Chapter 12) to enforce complaints for the following: conditions that harbor rats, mice, etc., refrigerators left outdoors, weeds up to 12 inches tall, junk, litter, and other offenses such as odors, standing water, animal carcasses, & beehives. Property owners may keep two inoperable vehicles on their property if they are concealed with an automobile cover. Notices of violation are sent by certified mail. The owner may request a hearing before the City Manager. If no hearing is requested or the violation is not abated the City can remove the nuisance and charge the owner. If it is not paid within two months, the City can assess the property. The City has taken property owners to court in the past, but the usual outcome is a small fine and the City still has to clean up the property. Any court collected fines go to the school district. The International Property Maintenance Code could be adopted in its entirety or by sections and would cover general exterior requirements: sanitation, grading & drainage, sidewalks & driveways, weeds, rodents, accessory structures, gates & swimming pools, motor vehicles, and defacement of property. It would also cover deterioration of foundations, walls, roofs, stairs, chimneys, broken windows, ripped screens, rubbish, garbage and pest elimination. The cities of Chadron, Alliance, Gering, Hastings, Norfolk, Kearney and McCook have all adopted the 2009 International Property Maintenance Code and it will go before the Sidney City Council in two months. Some of these cities, including Gering have a Problem Resolution Team (PRT) that decide on which properties to approach. Adoption of a Property Maintenance Code would increase the enforcement costs because City personnel would go out pro-actively, neighborhood by neighborhood to look for code violations. Council Member Hilyard inquired into what manpower would be needed to implement this program. Kuckkahn stated that it would require more staff due to the burden of paperwork involved, follow up by inspectors to make sure the code violation is being taken care of and

if not, this would put a burden on the City Attorney's office to file the necessary court documents and court appearances. Mayor Meininger stated that at this time he didn't know if the City was financially capable of implementing the program to the magnitude that it would require. Kuckkahn stated that if you are going to implement this program and do it right, it will require more costs to the City, as more labor forces will be needed. City Attorney, Howard Olsen suggested that if the City adopts a Property Maintenance Code, that we look at alternatives for enforcement, such as a Diversion Program or a panel Problem Resolution Team. Kuckkahn stated that City staff would look into this matter and obtain more information and give a presentation at the budget discussion as to costs to implement a Property Maintenance Code.

Council recognized the City of Scottsbluff as the recipient of its 26th consecutive Tree City USA Award and also the 2013 Growth Award which is a direct reflection of the landscape work completed in the parking lots and the addition of rain gardens at some of our City properties.

Assistant City Manager Johnson presented an overview of Sanitation Services. His summary addressed the current sanitation services offered within the City and a look at future goals of offering all three sanitation services (trash, yard waste & single stream recycling) to all accounts in the most cost effective and efficient way possible. It is the goal of the City to provide a wide array of services in a sustainable manner that minimizes rate increases and decreases government spending.

Generally, residents only roll out the curb-side containers if they are filled. The trucks previously picked up every yard waste container in the alley whether it was filled or not, so this alone will save money and time. Council Member Shaver asked about ADA compliance when the yard waste containers are placed on the sidewalk, blocking the pathway for wheelchair or scooter use. Mr. Johnson will take a closer look at this concern. Residents have been instructed to place the roll-outs on the curb, not the sidewalk.

Mayor Meininger opened the yard waste discussion up to the public after reviewing the list of items which have already been presented to the Council:

- Alleys were built for trash collection
- Drivers will need to go on both sides of the street
- Roll-outs will blow around in the wind
- Roll-outs are not esthetic
- Unable to roll-out due to age or disability
- Need to purchase smaller collection trucks
- Don't want taxes raised, but wants yard waste picked up
- Hard to put roll out between cars parked on street
- City should take back the 20' right of way
- The roll out containers pose a hazard to residents
- No passage for roll-out from back yard to front curb.

Mayor Meininger invited residents to address the Council as long as these items are not repeated.

The following citizens addressed the Council regarding their concerns as they relate to the collection of yard waste: cost savings and beautification, efficiencies in collection, excessive speed of sanitation trucks, fuel economy, grass clippings being left in the street, suggestion to mark the dumpsters, broken containers, suggestion to get smaller trucks and concern over residents being allowed to take over part of the 20' alley right of way: Chuck Henry, Geri Lewis; Sherri Taylor Royce Heimbuch, Tom

Carson, Joe Miller, Doris Flohr, Mike Bostock, Ryan Steele, Gene Schwartzkopf, Shirley Bostock; Richard Zwiler, and Mary Lou Rogers.

Staff will bring options back to the Council to deal with the yard waste collection.

Mr. Kuckkahn gave an update on the progress with the Economic Development Consultants. Interviews will be scheduled with a number of community representatives on May 6, 7, & 8. This will provide a broad range of input from the community. A wrap up of the information collected will be available in September or October, with information available as they proceed with the study. The implementation process will include combining this data with the Comprehensive Plan using the Economic Development information as a pivot for the Comprehensive Plan.

City Manager Rick Kuckkahn reported the information regarding hiring the 15th firefighter position. He took a careful look at the department structure and scheduling issues they have dealt with since this position was vacated. Many of the pros and cons were centered around the scheduling issues. He also focused on ICMA recommendations that consider fire departments as an insurance policy. Our department has had good cooperation with other agencies, however, without a full staff, it's difficult for them to fight a major fire. We looked at ways to avoid hiring an additional firefighter when we eliminated the position due to a lean budget. Other communities have modified this position, but had additional firehouses to fill the void. We do not have another firehouse to fill that void.

If we add this position, we will be able to expand the current inspection services, enhance education and citizen programs, improve efficiencies and the additional person will ease the scheduling issues we have been dealing with. Staff is currently prepared to proceed with the hiring process as we have a pool of qualified applicants. We anticipate saving on our overtime budget as a result of this hire.

Regarding the Police Department over-hire study, staff has decided to hold off on this additional hire as we currently have a full complement of staff in that department. Currently we will work with the staff that we have, as it is a very efficient and energized department.

City Manager Kuckkahn reviewed his goals and milestones as part of his annual evaluation. In response to work on the Comprehensive Plan, he has met with Panhandle Area Development District as they have access to very pertinent data necessary for the Comprehensive Plan. The Economic Development Consultants will begin working on the preliminary plan, which will be included in the Comprehensive Plan. The Economic Development consultants will have a community review process in developing their data.

Mr. Kuckkahn also explained that a budget streamline process is in place for the upcoming budget cycle. He has been working with the Assistant City Manager and City Planner, and is confident that they are competent in their positions. Council Member Shaver commented that he would like to look at the efficiencies other departments, especially Parks and Streets, as these departments are very costly to run.

Council Member Gonzales commented that he would like to see Mr. Kuckkahn engage himself more with the public, especially with issues such as informing the public about the recent yard waste policy change. Mayor Meininger added that we should have looked at the data earlier in the year and presented more information to the public. Mr. Kuckkahn responded that as a matter of policy, we need to develop a process of informing the public of major issues and changes.

Under Youth Council Reports, Mayor Meininger commented that the Scottsbluff High School survey information has been shared with the Call to Action group.

Moved by Council Member McCarthy, seconded by Council Member Hilyard, “to adjourn the meeting at 8:05 p.m.,” “YEAS”, Gonzales, Shaver, McCarthy, Meininger and Hilyard, “NAYS” None. Absent: None.

Mayor

ATTEST:

Deputy City Clerk

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent2

**Set May 19, 2014, 6:05 p.m. as the Public Hearing for a Class I
Liquor License for Prime Cut Meat Market and Restaurant.**

Staff Contact: Cindy Dickinson, City Clerk

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent3

Set May 19, 2014, 6:05 p.m. as the Public Hearing for Zone change requests for Lots 2 & 3, and Lots 8 and 9, Subd. of Enterprise Tracts 13-15 Addition, from R-1A Single Family Residential to C-2 Neighborhood and Retail Comm. These parcels are south of 27th St. between Ave. F and Ave. G.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent4

Set May 19, 2014, 6:05 p.m. as the Public Hearing for Annexation of Block 9, Five Oaks Subdivision, this parcel is situated on the SE corner of Avenue I and 42nd Street approximately 7.7± acres.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent5

Set May 19, 2014, 6:05 p.m. as the Public Hearing for Rezone of proposed Final plats, Lot 7, Blk 13, Lots 1-3, & Tract 2, Blk 6, & Lot 8 & Tract 1, of Blk 14, Five Oaks Subd. from Ag to R-1A Residential. Parcels are W of proposed Five Oaks Dr. and No. of 36th St.; Lot 7, Blk.13 is No. of 38th St.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Consent6

Set a May 19, 2014, 6:05 p.m. as the Public Hearing for Annexation of proposed Block 6, & Block 14, Five Oaks Subdivision. These parcels are west of proposed Five Oaks Drive and north of 36th Street and proposed Sage Brush Drive.

Staff Contact: Annie Urdiales, Planning Administrator

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Claims1

Regular claims

Staff Contact: Renae Griffiths, Finance Director



Expense Approval Report

By Vendor Name

Post Dates 4/22/2014 - 5/5/2014

Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: 3M CENTER-TRAFFIC CONTROL					
Fund: 212 - TRANSPORTATION					
TRAFFIC TAPE	STREET REPAIR SUPPLIES				7,380.20
TRAFFIC TAPE	STREET REPAIR SUPPLIES				561.60
Fund 212 - TRANSPORTATION Total:					7,941.80
Vendor 3M CENTER-TRAFFIC CONTROL Total:					7,941.80
Vendor: 911 CUSTOM					
Fund: 218 - PUBLIC SAFETY					
CIP-PO#2 PUB SAFETY	DEPARTMENT SUPPLIES				1,194.00
Fund 218 - PUBLIC SAFETY Total:					1,194.00
Vendor 911 CUSTOM Total:					1,194.00
Vendor: ADVANCE SERVICES, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				298.41
CONTRACT	CONTRACTUAL SERVICES				280.14
Fund 111 - GENERAL Total:					578.55
Vendor ADVANCE SERVICES, INC Total:					578.55
Vendor: AHLERS BAKING INC					
Fund: 111 - GENERAL					
DEPT SUPPL	DEPARTMENT SUPPLIES				38.97
Fund 111 - GENERAL Total:					38.97
Vendor AHLERS BAKING INC Total:					38.97
Vendor: AIRGAS USA, LLC					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				24.54
Fund 213 - CEMETERY Total:					24.54
Vendor AIRGAS USA, LLC Total:					24.54
Vendor: ALAMAR UNIFORMS					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				276.03
Fund 111 - GENERAL Total:					276.03
Vendor ALAMAR UNIFORMS Total:					276.03
Vendor: ALL SAFE INDUSTRIES					
Fund: 111 - GENERAL					
Dept. Supl.	DEPARTMENT SUPPLIES				527.96
Fund 111 - GENERAL Total:					527.96
Vendor ALL SAFE INDUSTRIES Total:					527.96
Vendor: ALLO COMMUNICATIONS					
Fund: 111 - GENERAL					
LOCAL TELEPHONE CHARGES	TELEPHONE				235.55
LOCAL TELEPHONE CHARGES	TELEPHONE				69.45
LOCAL TELEPHONE CHARGES	TELEPHONE				67.95
LOCAL TELEPHONE CHARGES	TELEPHONE				37.14
LOCAL TELEPHONE CHARGES	TELEPHONE				227.95
LOCAL TELEPHONE CHARGES	TELEPHONE				211.33
LOCAL TELEPHONE CHARGES	TELEPHONE				291.75
LOCAL TELEPHONE CHARGES	TELEPHONE				1,623.96
LOCAL TELEPHONE CHARGES	TELEPHONE				552.17
LOCAL TELEPHONE CHARGES	TELEPHONE				170.62

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
LOCAL TELEPHONE CHARGES	TELEPHONE				169.12
				Fund 111 - GENERAL Total:	3,656.99
Fund: 212 - TRANSPORTATION					
LOCAL TELEPHONE CHARGES	TELEPHONE				518.39
				Fund 212 - TRANSPORTATION Total:	518.39
Fund: 213 - CEMETERY					
LOCAL TELEPHONE CHARGES	TELEPHONE				69.45
				Fund 213 - CEMETERY Total:	69.45
Fund: 621 - ENVIRONMENTAL SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				141.89
				Fund 621 - ENVIRONMENTAL SERVICES Total:	141.89
Fund: 631 - WASTEWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				135.89
				Fund 631 - WASTEWATER Total:	135.89
Fund: 641 - WATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				102.67
				Fund 641 - WATER Total:	102.67
Fund: 661 - STORMWATER					
LOCAL TELEPHONE CHARGES	TELEPHONE				33.23
				Fund 661 - STORMWATER Total:	33.23
Fund: 721 - GIS SERVICES					
LOCAL TELEPHONE CHARGES	TELEPHONE				34.14
				Fund 721 - GIS SERVICES Total:	34.14
				Vendor ALLO COMMUNICATIONS Total:	4,692.65
Vendor: ANITA'S GREENSCAPING INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				175.00
CON SRV	CONTRACTUAL SERVICES				175.00
				Fund 111 - GENERAL Total:	350.00
Fund: 216 - BUSINESS IMPROVEMENT					
Ave A #12 maintence	CONTRACTUAL SERVICES				106.00
1st Ave #3 prkg lot	CONTRACTUAL SERVICES				175.00
				Fund 216 - BUSINESS IMPROVEMENT Total:	281.00
				Vendor ANITA'S GREENSCAPING INC Total:	631.00
Vendor: ASSOC SUPPLY COMPANY, INC					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				1,036.02
				Fund 111 - GENERAL Total:	1,036.02
				Vendor ASSOC SUPPLY COMPANY, INC Total:	1,036.02
Vendor: AUTOZONE, INC					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				8.52
VEH MTC	VEHICLE MAINTENANCE				239.23
				Fund 111 - GENERAL Total:	247.75
				Vendor AUTOZONE, INC Total:	247.75
Vendor: B & C STEEL CORPORATION					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				155.69
EQP MTC	EQUIPMENT MAINTENANCE				5.53
EQP MTC	EQUIPMENT MAINTENANCE				44.11
				Fund 111 - GENERAL Total:	205.33

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				40.80
				Fund 213 - CEMETERY Total:	40.80
				Vendor B & C STEEL CORPORATION Total:	246.13
Vendor: B TO STAY B BOOKS INC					
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				270.96
				Fund 211 - REGIONAL LIBRARY Total:	270.96
				Vendor B TO STAY B BOOKS INC Total:	270.96
Vendor: BAKER & ASSOCIATES INC					
Fund: 641 - WATER					
RADIOLOGICAL CONTAMINANT ...CONTRACTUAL SERVICES					1,385.00
				Fund 641 - WATER Total:	1,385.00
				Vendor BAKER & ASSOCIATES INC Total:	1,385.00
Vendor: BLUE OX BUILDING					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				1,899.00
				Fund 111 - GENERAL Total:	1,899.00
				Vendor BLUE OX BUILDING Total:	1,899.00
Vendor: BLUFFS SANITARY SUPPLY INC.					
Fund: 111 - GENERAL					
Jan. supp	JANITORIAL SUPPLIES				256.21
Jan supp.	JANITORIAL SUPPLIES				-22.32
DEPT SUPPL/JANIT SUPPL	DEPARTMENT SUPPLIES				61.00
DEPT SUPPL/JANIT SUPPL	DEPARTMENT SUPPLIES				61.00
DEPT SUPPL/JANIT SUPPL	JANITORIAL SUPPLIES				6.36
DEPT SUPPL/JANIT SUPPL	JANITORIAL SUPPLIES				6.36
Jan. supp.	JANITORIAL SUPPLIES				-30.71
Dept Supp	DEPARTMENT SUPPLIES				105.98
				Fund 111 - GENERAL Total:	443.88
				Vendor BLUFFS SANITARY SUPPLY INC. Total:	443.88
Vendor: BRYAN CONTAINER COMPANY, INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				1,126.80
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,126.80
				Vendor BRYAN CONTAINER COMPANY, INC Total:	1,126.80
Vendor: CAPITAL BUSINESS SYSTEMS INC.					
Fund: 111 - GENERAL					
EQUIP MAINT	EQUIPMENT MAINTENANCE				84.95
				Fund 111 - GENERAL Total:	84.95
				Vendor CAPITAL BUSINESS SYSTEMS INC. Total:	84.95
Vendor: CARR TRUMBULL LBR INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				50.37
				Fund 111 - GENERAL Total:	50.37
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				30.96
SUPP	DEPARTMENT SUPPLIES				16.34
SUPP	STREET MAINTENANCE				4.09
				Fund 212 - TRANSPORTATION Total:	51.39
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				16.39
				Fund 213 - CEMETERY Total:	16.39

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				237.96
				Fund 641 - WATER Total:	237.96
				Vendor CARR TRUMBULL LBR INC. Total:	356.11
Vendor: CITY OF GERING					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				29.36
CON SRV	CONTRACTUAL SERVICES				77.77
CON SRV	CONTRACTUAL SERVICES				40.17
				Fund 111 - GENERAL Total:	147.30
				Vendor CITY OF GERING Total:	147.30
Vendor: COLONIAL LIFE & ACCIDENT INS CORP, I					
Fund: 713 - CASH & INVESTMENT POOL					
SUPPLEMENTAL LIFE INS - EE	LIFE INS EE PAYABLE				22.75
SUPPLEMENTAL DISABILITY INS ..DIS INC INS EE PAYABLE					25.95
				Fund 713 - CASH & INVESTMENT POOL Total:	48.70
				Vendor COLONIAL LIFE & ACCIDENT INS CORP, I Total:	48.70
Vendor: CONSOLIDATED MANAGEMENT					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				209.25
				Fund 111 - GENERAL Total:	209.25
				Vendor CONSOLIDATED MANAGEMENT Total:	209.25
Vendor: CONTRACTORS MATERIALS INC.					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				181.74
DEP SUP	DEPARTMENT SUPPLIES				11.76
DEP SUP	DEPARTMENT SUPPLIES				45.27
DEP SUP	DEPARTMENT SUPPLIES				53.16
BLD MTC	BUILDING MAINTENANCE				42.04
DEP SUP	DEPARTMENT SUPPLIES				442.96
DEP SUP	DEPARTMENT SUPPLIES				84.28
				Fund 111 - GENERAL Total:	861.21
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				86.24
SUPP	DEPARTMENT SUPPLIES				361.62
SUPP	DEPARTMENT SUPPLIES				163.46
				Fund 212 - TRANSPORTATION Total:	611.32
				Vendor CONTRACTORS MATERIALS INC. Total:	1,472.53
Vendor: CREDIT MANAGEMENT SERVICES INC.					
Fund: 713 - CASH & INVESTMENT POOL					
Wage Attach	WAGE ATTACHMENT EE PAY				400.94
				Fund 713 - CASH & INVESTMENT POOL Total:	400.94
				Vendor CREDIT MANAGEMENT SERVICES INC. Total:	400.94
Vendor: CULLIGAN OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				40.50
Dept sup.	DEPARTMENT SUPPLIES				81.00
				Fund 111 - GENERAL Total:	121.50
				Vendor CULLIGAN OF SCOTTSBLUFF Total:	121.50
Vendor: DALE'S TIRE & RETREADING, INC.					
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				23.24
EQP MTC	EQUIPMENT MAINTENANCE				26.04
				Fund 213 - CEMETERY Total:	49.28
				Vendor DALE'S TIRE & RETREADING, INC. Total:	49.28

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: DUHAMEL BROADCASTING ENT.					
Fund: 661 - STORMWATER					
CON SRV	CONTRACTUAL SERVICES				325.00
				Fund 661 - STORMWATER Total:	325.00
				Vendor DUHAMEL BROADCASTING ENT. Total:	325.00
Vendor: ELLIOTT EQUIPMENT COMPANY INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				2,475.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	2,475.00
				Vendor ELLIOTT EQUIPMENT COMPANY INC. Total:	2,475.00
Vendor: ENVIRO SERV INC					
Fund: 641 - WATER					
SAMPLES	SAMPLES				75.00
SAMPLES	SAMPLES				60.00
				Fund 641 - WATER Total:	135.00
				Vendor ENVIRO SERV INC Total:	135.00
Vendor: FEDERAL EXPRESS CORP.					
Fund: 641 - WATER					
SHIPPING FEES	POSTAGE				238.57
				Fund 641 - WATER Total:	238.57
				Vendor FEDERAL EXPRESS CORP. Total:	238.57
Vendor: FELSBURG HOLT & ULLEVIG, INC					
Fund: 661 - STORMWATER					
Strmwtr Prof Serv	CONTRACTUAL SERVICES				1,592.23
				Fund 661 - STORMWATER Total:	1,592.23
				Vendor FELSBURG HOLT & ULLEVIG, INC Total:	1,592.23
Vendor: FRANK IMPLEMENT INC.					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				446.78
EQP MTC	EQUIPMENT MAINTENANCE				424.14
EQP MTC	EQUIPMENT MAINTENANCE				213.98
DEP SUP	DEPARTMENT SUPPLIES				22.14
EQP MTC	EQUIPMENT MAINTENANCE				762.72
DEP SUP	DEPARTMENT SUPPLIES				21.98
				Fund 111 - GENERAL Total:	1,891.74
				Vendor FRANK IMPLEMENT INC. Total:	1,891.74
Vendor: FREMONT MOTOR SCOTTSBLUFF,LLC					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				40.16
				Fund 111 - GENERAL Total:	40.16
				Vendor FREMONT MOTOR SCOTTSBLUFF,LLC Total:	40.16
Vendor: GENERAL RADIATOR					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				1,284.95
				Fund 621 - ENVIRONMENTAL SERVICES Total:	1,284.95
				Vendor GENERAL RADIATOR Total:	1,284.95
Vendor: GERING VALLEY PLUMBING & HTG. INC					
Fund: 111 - GENERAL					
EQP MTC	EQUIPMENT MAINTENANCE				646.30
				Fund 111 - GENERAL Total:	646.30
				Vendor GERING VALLEY PLUMBING & HTG. INC Total:	646.30

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: GOLD WATCH LLC					
Fund: 621 - ENVIRONMENTAL SERVICES					
disposal fees	DISPOSAL FEES				750.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	750.00
				Vendor GOLD WATCH LLC Total:	750.00
Vendor: HANSEN, JOSH					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				33.00
				Fund 111 - GENERAL Total:	33.00
				Vendor HANSEN, JOSH Total:	33.00
Vendor: HAYWARD, ANDREW					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				800.00
				Fund 111 - GENERAL Total:	800.00
				Vendor HAYWARD, ANDREW Total:	800.00
Vendor: HEILBRUN FARM IND SUPP.INC.					
Fund: 111 - GENERAL					
Vehicle repair	VEHICLE MAINTENANCE				34.78
Vehicle repr	VEHICLE MAINTENANCE				53.91
Dept. suppl.	DEPARTMENT SUPPLIES				105.90
				Fund 111 - GENERAL Total:	194.59
Fund: 212 - TRANSPORTATION					
PARTS	VEHICLE MAINTENANCE				220.39
PARTS	EQUIPMENT MAINTENANCE				19.01
PARTS	EQUIPMENT MAINTENANCE				25.25
				Fund 212 - TRANSPORTATION Total:	264.65
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				179.21
EQUIP MAINT	EQUIPMENT MAINTENANCE				27.89
EQUIP MAINT	EQUIPMENT MAINTENANCE				42.29
				Fund 641 - WATER Total:	249.39
				Vendor HEILBRUN FARM IND SUPP.INC. Total:	708.63
Vendor: HELENA CHEMICAL COMPANY					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				585.00
				Fund 631 - WASTEWATER Total:	585.00
				Vendor HELENA CHEMICAL COMPANY Total:	585.00
Vendor: HENWIL CORPORATION					
Fund: 631 - WASTEWATER					
POLYMER	CHEMICALS				5,198.00
				Fund 631 - WASTEWATER Total:	5,198.00
				Vendor HENWIL CORPORATION Total:	5,198.00
Vendor: HI-TECH AUTO SERVICE					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				48.42
VEH MTC	VEHICLE MAINTENANCE				64.80
VEH MTC	VEHICLE MAINTENANCE				55.01
VEH MTC	VEHICLE MAINTENANCE				51.01
				Fund 111 - GENERAL Total:	219.24
				Vendor HI-TECH AUTO SERVICE Total:	219.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: HOA SOLUTIONS, INC					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				1,950.00
				Fund 631 - WASTEWATER Total:	1,950.00
				Vendor HOA SOLUTIONS, INC Total:	1,950.00
Vendor: HOLIDAY INN-DOWNTOWN LINCOLN					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				91.00
				Fund 111 - GENERAL Total:	91.00
				Vendor HOLIDAY INN-DOWNTOWN LINCOLN Total:	91.00
Vendor: HOLIDAY INN-KEARNEY					
Fund: 212 - TRANSPORTATION					
I NITE ROOM	BUSINESS TRAVEL				92.95
				Fund 212 - TRANSPORTATION Total:	92.95
				Vendor HOLIDAY INN-KEARNEY Total:	92.95
Vendor: HOME DEPOT CREDIT SERVICES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				59.33
DEP SUP	DEPARTMENT SUPPLIES				17.94
BLD MTC	BUILDING MAINTENANCE				49.94
				Fund 111 - GENERAL Total:	127.21
				Vendor HOME DEPOT CREDIT SERVICES Total:	127.21
Vendor: HOWTON, WILLIAM					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				33.00
				Fund 111 - GENERAL Total:	33.00
				Vendor HOWTON, WILLIAM Total:	33.00
Vendor: HULLINGER GLASS & LOCKS INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				12.75
BLD MTC	BUILDING MAINTENANCE				27.50
BLDG MAINT	BUILDING MAINTENANCE				3.40
				Fund 111 - GENERAL Total:	43.65
				Vendor HULLINGER GLASS & LOCKS INC. Total:	43.65
Vendor: ICMA RETIREMENT TRUST-457					
Fund: 713 - CASH & INVESTMENT POOL					
DEFERRED COMP - EE	DEFERRED COMP EE PAY				965.00
CITY MGR ER CONTRIBUTION	MISC PAYROLL DEDUCT				360.14
				Fund 713 - CASH & INVESTMENT POOL Total:	1,325.14
				Vendor ICMA RETIREMENT TRUST-457 Total:	1,325.14
Vendor: IDEAL LINEN SUP INC.					
Fund: 111 - GENERAL					
JANITORIAL SUPP	JANITORIAL SUPPLIES				31.01
JANITORIAL SUPP	JANITORIAL SUPPLIES				31.59
Janitorial Supp	JANITORIAL SUPPLIES				31.59
				Fund 111 - GENERAL Total:	94.19
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				38.24
SUPP	DEPARTMENT SUPPLIES				38.24
				Fund 212 - TRANSPORTATION Total:	76.48
Fund: 641 - WATER					
MATS	CONTRACTUAL SERVICES				26.10
				Fund 641 - WATER Total:	26.10
				Vendor IDEAL LINEN SUP INC. Total:	196.77

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: INDEPENDENT PLUMBING & HEATING, INC					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				21.00
BLD MTC	BUILDING MAINTENANCE				7.34
BLD MTC	BUILDING MAINTENANCE				2.77
BLD MTC	BUILDING MAINTENANCE				152.80
DEP SUP	DEPARTMENT SUPPLIES				23.98
BLD MTC	BUILDING MAINTENANCE				18.50
BLD MTC	BUILDING MAINTENANCE				231.20
BLD MTC	BUILDING MAINTENANCE				2.85
GRD MTC	GROUNDS MAINTENANCE				37.90
BLD MTC	BUILDING MAINTENANCE				80.00
GRD MTC	GROUNDS MAINTENANCE				12.12
GRD MTC	GROUNDS MAINTENANCE				151.35
Fund 111 - GENERAL Total:					741.81
Vendor INDEPENDENT PLUMBING & HEATING, INC Total:					741.81
Vendor: INGRAM LIBRARY SERVICES INC					
Fund: 111 - GENERAL					
Bks	BOOKS				24.57
Bks	BOOKS				79.57
Fund 111 - GENERAL Total:					104.14
Fund: 211 - REGIONAL LIBRARY					
Bks	BOOKS				4,539.11
Bks	BOOKS				600.02
Bks	BOOKS				1,555.09
Bks	BOOKS				146.45
Bks	BOOKS				73.06
Fund 211 - REGIONAL LIBRARY Total:					6,913.73
Vendor INGRAM LIBRARY SERVICES INC Total:					7,017.87
Vendor: INLAND TRUCK PARTS INC					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				232.90
Fund 111 - GENERAL Total:					232.90
Vendor INLAND TRUCK PARTS INC Total:					232.90
Vendor: INTERNAL REVENUE SERVICE					
Fund: 713 - CASH & INVESTMENT POOL					
941 TAXES WITHHELD	MEDICARE W/H EE PAYABLE				6,978.30
941 TAXES	FED W/H EE PAYABLE				24,310.87
941 TAXES WITHHELD	FICA W/H EE PAYABLE				26,028.20
Fund 713 - CASH & INVESTMENT POOL Total:					57,317.37
Vendor INTERNAL REVENUE SERVICE Total:					57,317.37
Vendor: J G ELLIOTT CO.INC.					
Fund: 111 - GENERAL					
Volunteer Ins.	VOLUNTEER FIREMAN				2,136.00
Fund 111 - GENERAL Total:					2,136.00
Fund: 213 - CEMETERY					
BONDING	BONDING				40.00
Fund 213 - CEMETERY Total:					40.00
Vendor J G ELLIOTT CO.INC. Total:					2,176.00
Vendor: JIRDON AGRI CHEM.INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				48.60
Fund 621 - ENVIRONMENTAL SERVICES Total:					48.60
Vendor JIRDON AGRI CHEM.INC. Total:					48.60

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				62.95
GRD MTC	GROUNDS MAINTENANCE				26.98
DEP SUP	DEPARTMENT SUPPLIES				29.95
Fund 111 - GENERAL Total:					119.88
Vendor JOHN DEERE FINANCIAL Total:					119.88
Vendor: JOHN DEERE FINANCIAL					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				29.98
DEP SUP	DEPARTMENT SUPPLIES				59.99
DEP SUP	DEPARTMENT SUPPLIES				23.99
DEP SUP	DEPARTMENT SUPPLIES				96.91
DEP SUP	DEPARTMENT SUPPLIES				59.96
Fund 111 - GENERAL Total:					270.83
Fund: 213 - CEMETERY					
EQP MTC	EQUIPMENT MAINTENANCE				22.98
Fund 213 - CEMETERY Total:					22.98
Vendor JOHN DEERE FINANCIAL Total:					293.81
Vendor: K MART					
Fund: 661 - STORMWATER					
BMS Prsntion Supplies - StrmWtr	DEPARTMENT SUPPLIES				5.98
Fund 661 - STORMWATER Total:					5.98
Vendor K MART Total:					5.98
Vendor: KEMBEL SAND & GRAVEL INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				254.24
Fund 111 - GENERAL Total:					254.24
Vendor KEMBEL SAND & GRAVEL INC Total:					254.24
Vendor: KRIZ-DAVIS COMPANY INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				19.34
ELC MTC	ELECTRICAL MAINTENANCE				1,457.54
ELC MTC	ELECTRICAL MAINTENANCE				17.11
BLD MTC	BUILDING MAINTENANCE				228.00
2014 NEC Handbk	BOOKS				179.00
Fund 111 - GENERAL Total:					1,900.99
Vendor KRIZ-DAVIS COMPANY INC. Total:					1,900.99
Vendor: LAWSON, JAMY A					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				200.00
Fund 111 - GENERAL Total:					200.00
Vendor LAWSON, JAMY A Total:					200.00
Vendor: LEAGUE ASSOC OF RISK MANAGEMENT					
Fund: 111 - GENERAL					
INS. PREMIUM	VEHICLE INSURANCE				1,050.57
INS. PREMIUM	FIRE INSURANCE				2.88
Fund 111 - GENERAL Total:					1,053.45
Vendor LEAGUE ASSOC OF RISK MANAGEMENT Total:					1,053.45
Vendor: LOGAN CONTRACTORS SUPPLY INC					
Fund: 212 - TRANSPORTATION					
PARTS FOR PLANER	EQUIPMENT MAINTENANCE				2,602.27
Fund 212 - TRANSPORTATION Total:					2,602.27
Vendor LOGAN CONTRACTORS SUPPLY INC Total:					2,602.27

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: LYNN PEAVEY CO INC					
Fund: 111 - GENERAL					
INVEST SUPPL	INVESTIGATION SUPPLIES				151.40
				Fund 111 - GENERAL Total:	151.40
				Vendor LYNN PEAVEY CO INC Total:	151.40
Vendor: M.C. SCHAFF & ASSOC, INC					
Fund: 111 - GENERAL					
March 2014 services	CONTRACTUAL SERVICES				1,040.00
				Fund 111 - GENERAL Total:	1,040.00
Fund: 641 - WATER					
BELTLINE WATER MAIN PROJECT	ENGINEERING/DESIGN				11,398.25
				Fund 641 - WATER Total:	11,398.25
				Vendor M.C. SCHAFF & ASSOC, INC Total:	12,438.25
Vendor: MAILFINANCE INC					
Fund: 111 - GENERAL					
Mtr rent	RENT-MACHINES				345.00
				Fund 111 - GENERAL Total:	345.00
				Vendor MAILFINANCE INC Total:	345.00
Vendor: MARIE'S EMBROIDERY					
Fund: 111 - GENERAL					
UNIFORMS	UNIFORMS & CLOTHING				144.00
				Fund 111 - GENERAL Total:	144.00
				Vendor MARIE'S EMBROIDERY Total:	144.00
Vendor: MARTY'S ELECTRIC SERVICE					
Fund: 111 - GENERAL					
BLDG MTNC.	BUILDING MAINTENANCE				6,684.40
				Fund 111 - GENERAL Total:	6,684.40
				Vendor MARTY'S ELECTRIC SERVICE Total:	6,684.40
Vendor: MAXWELL PRODUCTS, INC					
Fund: 212 - TRANSPORTATION					
JOINT FILLER	STREET REPAIR SUPPLIES				23,822.10
				Fund 212 - TRANSPORTATION Total:	23,822.10
				Vendor MAXWELL PRODUCTS, INC Total:	23,822.10
Vendor: MENARDS					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				7.17
BLD MTC	BUILDING MAINTENANCE				44.96
BLD MTC	BUILDING MAINTENANCE				1.92
BLD MTC	BUILDING MAINTENANCE				25.96
DEP SUP	DEPARTMENT SUPPLIES				24.18
EQUIP MAINT	EQUIPMENT MAINTENANCE				4.98
GRD MTC	GROUNDS MAINTENANCE				96.93
				Fund 111 - GENERAL Total:	206.10
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				18.67
				Fund 212 - TRANSPORTATION Total:	18.67
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				8.88
DEP SUP	DEPARTMENT SUPPLIES				7.78
DEP SUP	DEPARTMENT SUPPLIES				38.85
				Fund 213 - CEMETERY Total:	55.51
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				9.97
				Fund 621 - ENVIRONMENTAL SERVICES Total:	9.97

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				10.11
DEPT SUP	DEPARTMENT SUPPLIES				63.64
DEPT SUP	DEPARTMENT SUPPLIES				164.81
DEPT SUP	DEPARTMENT SUPPLIES				21.96
Fund 631 - WASTEWATER Total:					260.52
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				34.85
DEPT SUP	DEPARTMENT SUPPLIES				121.19
Fund 641 - WATER Total:					156.04
Vendor MENARDS Total:					706.81
Vendor: MIDWEST FARM SERVICE-ALLIANCE					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				1,753.82
Fund 111 - GENERAL Total:					1,753.82
Vendor MIDWEST FARM SERVICE-ALLIANCE Total:					1,753.82
Vendor: MIKE'S TREE SERVICE					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				1,250.00
CON SRV	CONTRACTUAL SERVICES				360.00
GRD MTC	GROUNDS MAINTENANCE				1,450.00
Fund 111 - GENERAL Total:					3,060.00
Vendor MIKE'S TREE SERVICE Total:					3,060.00
Vendor: MOBIUS COMMUNICATIONS CO					
Fund: 111 - GENERAL					
EQUIPMENT	BUILDING MAINTENANCE				1,024.41
Fund 111 - GENERAL Total:					1,024.41
Vendor MOBIUS COMMUNICATIONS CO Total:					1,024.41
Vendor: MONEY WISE OFFICE SUPPLIES					
Fund: 111 - GENERAL					
DEPT SUPP	DEPARTMENT SUPPLIES				21.48
DEPT SUPPL	DEPARTMENT SUPPLIES				619.96
DEPT SUPPL	DEPARTMENT SUPPLIES				5.70
color cartrdges/certificates	DEPARTMENT SUPPLIES				31.88
Dept Supp	DEPARTMENT SUPPLIES				6.62
Fund 111 - GENERAL Total:					685.64
Vendor MONEY WISE OFFICE SUPPLIES Total:					685.64
Vendor: NE CHILD SUPPORT PAYMENT CENTER					
Fund: 713 - CASH & INVESTMENT POOL					
NE CHILD SUPPORT PYBLE	CHILD SUPPORT EE PAY				1,982.31
Fund 713 - CASH & INVESTMENT POOL Total:					1,982.31
Vendor NE CHILD SUPPORT PAYMENT CENTER Total:					1,982.31
Vendor: NE DEPT OF REVENUE					
Fund: 111 - GENERAL					
Sales & Use Tax-March	SALES TAX PAYABLE				129.00
Fund 111 - GENERAL Total:					129.00
Fund: 641 - WATER					
Sales & Use Tax-March	SALES TAX PAYABLE				9,319.17
Sales & Use Tax-March	SALES TAX PAYABLE				16,130.29
Sales & Use Tax-March	DEPARTMENT SUPPLIES				13.16
Fund 641 - WATER Total:					25,462.62
Fund: 661 - STORMWATER					
Sales & Use Tax-March	SALES TAX PAYABLE				123.15
Fund 661 - STORMWATER Total:					123.15
Vendor NE DEPT OF REVENUE Total:					25,714.77

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: NE DEPT OF ROADS					
Fund: 212 - TRANSPORTATION					
PAYMENT FOR AVE. I	STREET PROJECTS				71,293.07
				Fund 212 - TRANSPORTATION Total:	71,293.07
				Vendor NE DEPT OF ROADS Total:	71,293.07
Vendor: NE LAW ENFORCEMENT TRAINING CENTER					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				80.00
				Fund 111 - GENERAL Total:	80.00
				Vendor NE LAW ENFORCEMENT TRAINING CENTER Total:	80.00
Vendor: NE LIBRARY COMMISSION					
Fund: 111 - GENERAL					
Subsc	SUBSCRIPTIONS				1,650.00
				Fund 111 - GENERAL Total:	1,650.00
				Vendor NE LIBRARY COMMISSION Total:	1,650.00
Vendor: NE MUNICIPAL POWER POOL					
Fund: 111 - GENERAL					
DUES	MEMBERSHIPS				4,690.73
				Fund 111 - GENERAL Total:	4,690.73
				Vendor NE MUNICIPAL POWER POOL Total:	4,690.73
Vendor: NEBRASKA MACHINERY COMPANY					
Fund: 212 - TRANSPORTATION					
PARTS	EQUIPMENT MAINTENANCE				2.10
PARTS FOR BACKHOE	EQUIPMENT MAINTENANCE				86.84
PARTS	EQUIPMENT MAINTENANCE				34.92
PARTS FOR BACKHOE	EQUIPMENT MAINTENANCE				484.72
				Fund 212 - TRANSPORTATION Total:	608.58
Fund: 621 - ENVIRONMENTAL SERVICES					
equip mtn	EQUIPMENT MAINTENANCE				1,470.37
equip mtn	EQUIPMENT MAINTENANCE				8,036.66
equip mtn	EQUIPMENT MAINTENANCE				884.72
				Fund 621 - ENVIRONMENTAL SERVICES Total:	10,391.75
Fund: 641 - WATER					
EQUIP MAINT	EQUIPMENT MAINTENANCE				82.61
				Fund 641 - WATER Total:	82.61
				Vendor NEBRASKA MACHINERY COMPANY Total:	11,082.94
Vendor: NORTHERN SAFETY COMPANY, INC.					
Fund: 631 - WASTEWATER					
SAFETY SUP	DEPARTMENT SUPPLIES				132.37
				Fund 631 - WASTEWATER Total:	132.37
				Vendor NORTHERN SAFETY COMPANY, INC. Total:	132.37
Vendor: NORTHWEST PIPE FITTINGS, INC. OF SCB					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				15.11
BLD MTC	BUILDING MAINTENANCE				4.99
GRD MTC	GROUNDS MAINTENANCE				2.60
GRD MTC	GROUNDS MAINTENANCE				16.07
GRD MTC	GROUNDS MAINTENANCE				22.83
GRD MTC	GROUNDS MAINTENANCE				48.07
				Fund 111 - GENERAL Total:	109.67
Fund: 212 - TRANSPORTATION					
SUPP	DEPARTMENT SUPPLIES				25.16
				Fund 212 - TRANSPORTATION Total:	25.16

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 661 - STORMWATER					
Strm Wtr supplies	DEPARTMENT SUPPLIES				721.56
Fund 661 - STORMWATER Total:					721.56
Vendor NORTHWEST PIPE FITTINGS, INC. OF SCB Total:					856.39
Vendor: NPPD					
Fund: 111 - GENERAL					
Electric	ELECTRICITY				398.39
Electric	ELECTRICITY				688.72
Electric	ELECTRICITY				594.84
Electric	ELECTRICITY				1,441.58
Electric	ELECTRICITY				84.25
Electric	ELECTRICITY				2,843.78
Electric	ELECTRICITY				1,428.01
Electric	STREET LIGHTS				100.40
Fund 111 - GENERAL Total:					7,579.97
Fund: 212 - TRANSPORTATION					
Electric	ELECTRICITY				615.32
Electric	ELECTRIC POWER				1,790.55
Electric	STREET LIGHTS				27,982.20
Fund 212 - TRANSPORTATION Total:					30,388.07
Fund: 213 - CEMETERY					
Electric	ELECTRICITY				482.86
Fund 213 - CEMETERY Total:					482.86
Fund: 216 - BUSINESS IMPROVEMENT					
Electric	STREET LIGHTS				85.42
Fund 216 - BUSINESS IMPROVEMENT Total:					85.42
Fund: 621 - ENVIRONMENTAL SERVICES					
Electric	ELECTRICITY				698.83
Fund 621 - ENVIRONMENTAL SERVICES Total:					698.83
Fund: 631 - WASTEWATER					
Electric	ELECTRICITY				1,156.02
Electric	ELECTRIC POWER				16,333.46
Fund 631 - WASTEWATER Total:					17,489.48
Fund: 641 - WATER					
Electric	ELECTRICITY				206.65
Electric	ELECTRIC POWER				6,407.21
Fund 641 - WATER Total:					6,613.86
Vendor NPPD Total:					63,338.49
Vendor: PANHANDLE CONCRETE PROD INC.					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				484.00
Fund 631 - WASTEWATER Total:					484.00
Vendor PANHANDLE CONCRETE PROD INC. Total:					484.00
Vendor: PANHANDLE COOP INC.					
Fund: 111 - GENERAL					
SCL CNF	SCHOOL & CONFERENCE				27.35
FUEL CHARGES	DEPARTMENT SUPPLIES				8.78
FUEL CHARGES	GASOLINE				1,956.71
FUEL CHARGES	OTHER FUEL				401.40
FUEL CHARGES	SCHOOL & CONFERENCE				87.49
Fund 111 - GENERAL Total:					2,481.73
Fund: 621 - ENVIRONMENTAL SERVICES					
fleet fuel	GASOLINE				10,490.75
Fund 621 - ENVIRONMENTAL SERVICES Total:					10,490.75
Vendor PANHANDLE COOP INC. Total:					12,972.48

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: PAUL D LEE					
Fund: 621 - ENVIRONMENTAL SERVICES					
clothing	UNIFORMS & CLOTHING				100.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	100.00
				Vendor PAUL D LEE Total:	100.00
Vendor: PAUL REED CONSTRUCTION & SUPPLY,INC					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				199.67
				Fund 111 - GENERAL Total:	199.67
				Vendor PAUL REED CONSTRUCTION & SUPPLY,INC Total:	199.67
Vendor: PLATTE VALLEY BANK					
Fund: 713 - CASH & INVESTMENT POOL					
HSA EE PYBLE	HSA EE PAYABLE				11,535.96
HSA ER PYBLE/SINGLE D	HSA ER PAYABLE				337.50
HSA ER PYBLE - FAMILY D	HSA ER PAYABLE				2,125.00
				Fund 713 - CASH & INVESTMENT POOL Total:	13,998.46
				Vendor PLATTE VALLEY BANK Total:	13,998.46
Vendor: PLATTE VALLEY VAC & SEW					
Fund: 111 - GENERAL					
equip repair	DEPARTMENT SUPPLIES				3.39
				Fund 111 - GENERAL Total:	3.39
				Vendor PLATTE VALLEY VAC & SEW Total:	3.39
Vendor: POSTMASTER					
Fund: 621 - ENVIRONMENTAL SERVICES					
Postage	POSTAGE				139.68
Postage	POSTAGE				121.59
				Fund 621 - ENVIRONMENTAL SERVICES Total:	261.27
Fund: 631 - WASTEWATER					
Postage	POSTAGE				139.69
Postage	POSTAGE				121.59
				Fund 631 - WASTEWATER Total:	261.28
Fund: 641 - WATER					
Postage	POSTAGE				139.69
Postage	POSTAGE				121.60
				Fund 641 - WATER Total:	261.29
				Vendor POSTMASTER Total:	783.84
Vendor: PRINT EXPRESS					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				304.15
				Fund 111 - GENERAL Total:	304.15
				Vendor PRINT EXPRESS Total:	304.15
Vendor: QUILL CORP					
Fund: 111 - GENERAL					
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				16.49
DEPT SUPPL/INVEST SUPPL	DEPARTMENT SUPPLIES				16.50
DEPT SUPPL/INVEST SUPPL	INVESTIGATION SUPPLIES				199.96
DEPT SUPPL	DEPARTMENT SUPPLIES				117.10
JANIT SUPPL/DEPT SUPPL	DEPARTMENT SUPPLIES				60.98
JANIT SUPPL/DEPT SUPPL	JANITORIAL SUPPLIES				23.96
				Fund 111 - GENERAL Total:	434.99
				Vendor QUILL CORP Total:	434.99
Vendor: RCI					
Fund: 812 - HEALTH INSURANCE					
PREMIUM	PREMIUM EXPENSE				36,510.48
Health Claims	CLAIMS EXPENSE				13,569.98

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Flex Claim	FLEXIBLE BENFT EXPENSES				2,499.90
Medical Claim	CLAIMS EXPENSE				14,419.95
Fund 812 - HEALTH INSURANCE Total:					67,000.31
Vendor RCI Total:					67,000.31

Vendor: REGIONAL WEST MEDICAL CENTER

Fund: 111 - GENERAL

EMS suppl.	DEPARTMENT SUPPLIES				4.00
Fund 111 - GENERAL Total:					4.00
Vendor REGIONAL WEST MEDICAL CENTER Total:					4.00

Vendor: REGISTER OF DEEDS

Fund: 213 - CEMETERY

LEG FEE	LEGAL FEES				10.00
LEG FEE	LEGAL FEES				16.00
Fund 213 - CEMETERY Total:					26.00
Vendor REGISTER OF DEEDS Total:					26.00

Vendor: RESPOND FIRST AID SYSTEMS

Fund: 111 - GENERAL

DEP SUP	DEPARTMENT SUPPLIES				36.66
Fund 111 - GENERAL Total:					36.66
Vendor RESPOND FIRST AID SYSTEMS Total:					36.66

Vendor: ROOSEVELT P P DIST

Fund: 641 - WATER

Electric Power	ELECTRIC POWER				1,520.79
Fund 641 - WATER Total:					1,520.79
Vendor ROOSEVELT P P DIST Total:					1,520.79

Vendor: S M E C

Fund: 713 - CASH & INVESTMENT POOL

EE CONTRIBUTION - BIWEEKLY	SMEC EE PAYABLE				240.00
Fund 713 - CASH & INVESTMENT POOL Total:					240.00
Vendor S M E C Total:					240.00

Vendor: SANDBERG IMPLEMENT, INC

Fund: 111 - GENERAL

EQP MTC	EQUIPMENT MAINTENANCE				40.00
EQP MTC	EQUIPMENT MAINTENANCE				96.98
EQP MTC	EQUIPMENT MAINTENANCE				56.87
EQP MTC	EQUIPMENT MAINTENANCE				881.15
Fund 111 - GENERAL Total:					1,075.00

Fund: 213 - CEMETERY

EQP MTC	EQUIPMENT MAINTENANCE				69.98
Fund 213 - CEMETERY Total:					69.98
Vendor SANDBERG IMPLEMENT, INC Total:					1,144.98

Vendor: SCB FIREFIGHTERS UNION LOCAL 1454

Fund: 713 - CASH & INVESTMENT POOL

FIRE EE DUES	FIRE UNION DUES EE PAY				210.00
Fund 713 - CASH & INVESTMENT POOL Total:					210.00
Vendor SCB FIREFIGHTERS UNION LOCAL 1454 Total:					210.00

Vendor: SCB POLICE OFFICERS ASS'N

Fund: 713 - CASH & INVESTMENT POOL

POLICE EE DUES	POL UNION DUES EE PAY				378.00
Fund 713 - CASH & INVESTMENT POOL Total:					378.00
Vendor SCB POLICE OFFICERS ASS'N Total:					378.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: SCHAEFFER'S SPECIALIZED LUBRICANTS					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				416.56
Fund 111 - GENERAL Total:					416.56
Vendor SCHAEFFER'S SPECIALIZED LUBRICANTS Total:					416.56
Vendor: SCOTTSBLUFF PUB SCHOOLS					
Fund: 111 - GENERAL					
SPLASH EXPENSES	JANITORIAL SERVICE				6,079.67
SPLASH EXPENSES	BUILDING MAINTENANCE				395.47
SPLASH EXPENSES	EQUIPMENT MAINTENANCE				195.00
SPLASH EXPENSES	HEATING FUEL				2,532.24
Licensing Fees	BIKE LICENSE PAYABLE				10.00
Licensing Fees	LIQUOR LICENSE PAYABLE				5,114.50
Licensing Fees	CONTRACTORS LIC PAYABLE				1,903.00
Licensing Fees	PARKING FINES PAYABLE				5.50
Fund 111 - GENERAL Total:					16,235.38
Vendor SCOTTSBLUFF PUB SCHOOLS Total:					16,235.38
Vendor: SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				42.00
DEP SUP	DEPARTMENT SUPPLIES				404.00
DEP SUP	DEPARTMENT SUPPLIES				576.00
UNIFORMS	UNIFORMS & CLOTHING				824.00
Fund 111 - GENERAL Total:					1,846.00
Vendor SCOTTSBLUFF SCREENPRINTING & Embroidery,LLC Total:					1,846.00
Vendor: SEEWALD CONSTRUCTION CO					
Fund: 111 - GENERAL					
Repair-Westmoor Pool	STRUCTURES				42,063.60
Fund 111 - GENERAL Total:					42,063.60
Vendor SEEWALD CONSTRUCTION CO Total:					42,063.60
Vendor: SHOWCASES					
Fund: 111 - GENERAL					
Dpt supp	DEPARTMENT SUPPLIES				418.50
Fund 111 - GENERAL Total:					418.50
Vendor SHOWCASES Total:					418.50
Vendor: SIMON CONTRACTORS					
Fund: 111 - GENERAL					
GRD MTC	GROUNDS MAINTENANCE				264.00
Fund 111 - GENERAL Total:					264.00
Fund: 212 - TRANSPORTATION					
CONCRETE	STREET MAINTENANCE				840.00
CONCRETE	STREET MAINTENANCE				840.00
CONCRETE	STREET MAINTENANCE				1,023.75
CONCRETE	STREET MAINTENANCE				472.50
CONCRETE	STREET MAINTENANCE				367.50
CONCRETE	STREET MAINTENANCE				630.00
ROAD GRAVEL	STREET REPAIR SUPPLIES				111.74
CONCRETE	STREET MAINTENANCE				420.00
CONCRETE	STREET MAINTENANCE				630.00
CONCRETE	STREET MAINTENANCE				708.75
CONCRETE	STREET MAINTENANCE				708.75
CONCRETE	STREET MAINTENANCE				708.75
CONCRETE	STREET MAINTENANCE				708.75
CONCRETE	STREET MAINTENANCE				551.25
Fund 212 - TRANSPORTATION Total:					8,721.74

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				555.50
				Fund 213 - CEMETERY Total:	555.50
				Vendor SIMON CONTRACTORS Total:	9,541.24
Vendor: SIMON CONTRACTORS					
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				404.00
				Fund 213 - CEMETERY Total:	404.00
				Vendor SIMON CONTRACTORS Total:	404.00
Vendor: SLAFTER OIL CO INC.					
Fund: 621 - ENVIRONMENTAL SERVICES					
vehicle mtnc	VEHICLE MAINTENANCE				160.65
				Fund 621 - ENVIRONMENTAL SERVICES Total:	160.65
				Vendor SLAFTER OIL CO INC. Total:	160.65
Vendor: SNELL SERVICES INC.					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				82.50
				Fund 111 - GENERAL Total:	82.50
				Vendor SNELL SERVICES INC. Total:	82.50
Vendor: SOURCE GAS					
Fund: 111 - GENERAL					
Monthly Energy Fuel	HEATING FUEL				187.52
Monthly Energy Fuel	HEATING FUEL				134.03
Monthly Energy Fuel	HEATING FUEL				134.02
Monthly Energy Fuel	HEATING FUEL				92.89
Monthly Energy Fuel	HEATING FUEL				185.97
Monthly Energy Fuel	HEATING FUEL				399.38
Monthly Energy Fuel	HEATING FUEL				63.71
				Fund 111 - GENERAL Total:	1,197.52
Fund: 212 - TRANSPORTATION					
Monthly Energy Fuel	HEATING FUEL				1,321.43
				Fund 212 - TRANSPORTATION Total:	1,321.43
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Energy Fuel	HEATING FUEL				321.00
				Fund 621 - ENVIRONMENTAL SERVICES Total:	321.00
Fund: 641 - WATER					
Monthly Energy Fuel	HEATING FUEL				135.97
				Fund 641 - WATER Total:	135.97
				Vendor SOURCE GAS Total:	2,975.92
Vendor: SPORT SUPPLY GROUP INC.					
Fund: 111 - GENERAL					
GRD MTC	GROUPS MAINTENANCE				915.99
				Fund 111 - GENERAL Total:	915.99
				Vendor SPORT SUPPLY GROUP INC. Total:	915.99
Vendor: SS AUTOMOTIVE					
Fund: 111 - GENERAL					
VEH MAINT	VEHICLE MAINTENANCE				304.42
				Fund 111 - GENERAL Total:	304.42
				Vendor SS AUTOMOTIVE Total:	304.42
Vendor: STAPLES					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				21.99
DEP SUP	DEPARTMENT SUPPLIES				90.18
				Fund 111 - GENERAL Total:	112.17

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				33.99
				Fund 213 - CEMETERY Total:	33.99
				Vendor STAPLES Total:	146.16
Vendor: STAR HERALD					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				470.54
				Fund 111 - GENERAL Total:	470.54
				Vendor STAR HERALD Total:	470.54
Vendor: STATE OF NE.					
Fund: 111 - GENERAL					
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
CONTRACTUAL SVC	CONTRACTUAL SERVICES				105.00
				Fund 111 - GENERAL Total:	630.00
				Vendor STATE OF NE. Total:	630.00
Vendor: STATE OF NEBR-DEPT OF ADMIN SVC					
Fund: 111 - GENERAL					
LONG DISTANCE	TELEPHONE				7.76
Monthly Long Distance	TELEPHONE				12.51
Monthly Long Distance	TELEPHONE				1.66
Monthly Long Distance	TELEPHONE				7.34
Monthly Long Distance	TELEPHONE				5.59
Monthly Long Distance	TELEPHONE				3.26
Monthly Long Distance	TELEPHONE				16.57
Monthly Long Distance	TELEPHONE				13.55
Monthly Long Distance	TELEPHONE				55.20
Monthly Long Distance	TELEPHONE				21.94
Monthly Long Distance	TELEPHONE				3.35
Monthly Long Distance	TELEPHONE				3.44
				Fund 111 - GENERAL Total:	152.17
Fund: 212 - TRANSPORTATION					
Monthly Long Distance	TELEPHONE				11.30
				Fund 212 - TRANSPORTATION Total:	11.30
Fund: 213 - CEMETERY					
Monthly Long Distance	TELEPHONE				4.75
				Fund 213 - CEMETERY Total:	4.75
Fund: 621 - ENVIRONMENTAL SERVICES					
Monthly Long Distance	TELEPHONE				4.49
				Fund 621 - ENVIRONMENTAL SERVICES Total:	4.49
Fund: 631 - WASTEWATER					
Monthly Long Distance	TELEPHONE				6.52
				Fund 631 - WASTEWATER Total:	6.52
Fund: 641 - WATER					
Monthly Long Distance	TELEPHONE				2.67
				Fund 641 - WATER Total:	2.67
Fund: 661 - STORMWATER					
Monthly Long Distance	TELEPHONE				0.47
				Fund 661 - STORMWATER Total:	0.47

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 721 - GIS SERVICES					
Monthly Long Distance	TELEPHONE				3.57
Fund 721 - GIS SERVICES Total:					3.57
Vendor STATE OF NEBR-DEPT OF ADMIN SVC Total:					185.94
Vendor: STATE PATROL					
Fund: 111 - GENERAL					
background chks	CONTRACTUAL SERVICES				114.00
Fund 111 - GENERAL Total:					114.00
Vendor STATE PATROL Total:					114.00
Vendor: SUPERIOR SIGNALS, INC					
Fund: 111 - GENERAL					
VEH MTC	VEHICLE MAINTENANCE				229.35
Fund 111 - GENERAL Total:					229.35
Vendor SUPERIOR SIGNALS, INC Total:					229.35
Vendor: TEAM CHEVROLET INC					
Fund: 641 - WATER					
VEH MAINT	VEHICLE MAINTENANCE				121.03
Fund 641 - WATER Total:					121.03
Vendor TEAM CHEVROLET INC Total:					121.03
Vendor: THE SHERWIN-WILLIAMS CO					
Fund: 111 - GENERAL					
BLD MTC	BUILDING MAINTENANCE				46.39
Fund 111 - GENERAL Total:					46.39
Vendor THE SHERWIN-WILLIAMS CO Total:					46.39
Vendor: TODD, JAMES					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				39.00
SCHOOLS & CONF	GASOLINE				50.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				33.00
Fund 111 - GENERAL Total:					122.00
Vendor TODD, JAMES Total:					122.00
Vendor: TOMMY'S JOHNNY'S INC					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				810.00
CON SRV	CONTRACTUAL SERVICES				990.00
Fund 111 - GENERAL Total:					1,800.00
Vendor TOMMY'S JOHNNY'S INC Total:					1,800.00
Vendor: TOTAL FUNDS BY HASLER					
Fund: 111 - GENERAL					
Pstg	POSTAGE				500.00
Fund 111 - GENERAL Total:					500.00
Vendor TOTAL FUNDS BY HASLER Total:					500.00
Vendor: TOYOTA FINANCIAL SVCS					
Fund: 111 - GENERAL					
HIDTA LEASE	RENT-MACHINES				383.99
Fund 111 - GENERAL Total:					383.99
Vendor TOYOTA FINANCIAL SVCS Total:					383.99
Vendor: TYLER TECHNOLOGIES, INC					
Fund: 111 - GENERAL					
CONTRACT	CONTRACTUAL SERVICES				87.00
Fund 111 - GENERAL Total:					87.00
Fund: 621 - ENVIRONMENTAL SERVICES					
CONTRACT	CONTRACTUAL SERVICES				87.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					87.00

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Fund: 631 - WASTEWATER					
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 631 - WASTEWATER Total:	87.00
Fund: 641 - WATER					
FEES	BANK FEES				252.50
CONTRACT	CONTRACTUAL SERVICES				87.00
				Fund 641 - WATER Total:	339.50
				Vendor TYLER TECHNOLOGIES, INC Total:	600.50
Vendor: UPSTART ENTERPRISES, LLC					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				5.99
DEPT SUPPL	DEPARTMENT SUPPLIES				33.50
INVEST SUPPL/DEPT SUPPL	DEPARTMENT SUPPLIES				65.00
INVEST SUPPL/DEPT SUPPL	INVESTIGATION SUPPLIES				48.88
DEPT SUPPL	DEPARTMENT SUPPLIES				33.50
DEPT SUPPL	DEPARTMENT SUPPLIES				310.00
				Fund 111 - GENERAL Total:	496.87
				Vendor UPSTART ENTERPRISES, LLC Total:	496.87
Vendor: US BANK					
Fund: 111 - GENERAL					
SCHOOLS & CONF	SCHOOL & CONFERENCE				456.00
SCHOOLS & CONF	SCHOOL & CONFERENCE				450.00
2009 Property Maintenance Co...	BOOKS				36.00
GASOLINE	GASOLINE				50.00
Inspector Annual Mmbrshp	MEMBERSHIPS				102.00
EQUIP MAINT	EQUIPMENT MAINTENANCE				34.42
GASOLINE	GASOLINE				44.50
				Fund 111 - GENERAL Total:	1,172.92
Fund: 661 - STORMWATER					
Storm water mailing fees	POSTAGE				7.79
Strmwtr supplies	DEPARTMENT SUPPLIES				24.99
				Fund 661 - STORMWATER Total:	32.78
				Vendor US BANK Total:	1,205.70
Vendor: USA BLUEBOOK					
Fund: 641 - WATER					
DEPT SUP	DEPARTMENT SUPPLIES				603.06
DEPT SUP	DEPARTMENT SUPPLIES				910.88
				Fund 641 - WATER Total:	1,513.94
				Vendor USA BLUEBOOK Total:	1,513.94
Vendor: VERIZON WIRELESS					
Fund: 111 - GENERAL					
CELL PHONES	TELEPHONE				459.98
CELL PHONES	TELEPHONE				22.40
Cell phones	CELLULAR PHONE				186.66
				Fund 111 - GENERAL Total:	669.04
				Vendor VERIZON WIRELESS Total:	669.04
Vendor: VIAERO WIRELESS					
Fund: 631 - WASTEWATER					
LOCATES	CONTRACTUAL SERVICES				18.11
				Fund 631 - WASTEWATER Total:	18.11
Fund: 641 - WATER					
LOCATES	CONTRACTUAL SERVICES				18.10
				Fund 641 - WATER Total:	18.10
				Vendor VIAERO WIRELESS Total:	36.21

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
Vendor: VISTABEAM					
Fund: 111 - GENERAL					
CON SRV	CONTRACTUAL SERVICES				8.00
CON SRV	CONTRACTUAL SERVICES				54.95
CON SRV	CONTRACTUAL SERVICES				8.00
Fund 111 - GENERAL Total:					70.95
Fund: 215 - SPECIAL PROJECTS					
DEP SUP	DEPARTMENT SUPPLIES				8.00
DEP SUP	DEPARTMENT SUPPLIES				8.00
Fund 215 - SPECIAL PROJECTS Total:					16.00
Vendor VISTABEAM Total:					86.95
Vendor: WALMART COMMUNITY/GEMB					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				36.94
dept. supl.	DEPARTMENT SUPPLIES				45.88
DEP SUP	DEPARTMENT SUPPLIES				6.77
DEP SUP	DEPARTMENT SUPPLIES				99.54
Dept. supl	DEPARTMENT SUPPLIES				14.85
dept. supl.	DEPARTMENT SUPPLIES				11.92
Dept. Supl.	DEPARTMENT SUPPLIES				20.44
Dept. Supl.	DEPARTMENT SUPPLIES				34.46
DEPT SUPP	DEPARTMENT SUPPLIES				3.88
DEPT SUPP	DEPARTMENT SUPPLIES				55.86
EQUIP MAINT	EQUIPMENT MAINTENANCE				19.97
Fund 111 - GENERAL Total:					350.51
Fund: 213 - CEMETERY					
DEP SUP	DEPARTMENT SUPPLIES				83.72
Fund 213 - CEMETERY Total:					83.72
Vendor WALMART COMMUNITY/GEMB Total:					434.23
Vendor: WELLS FARGO BANK N.A.					
Fund: 111 - GENERAL					
FEES	CONTRACTUAL SERVICES				104.35
FEES	CONTRACTUAL SERVICES				23.19
FEES	CONTRACTUAL SERVICES				84.57
FEES	CONTRACTUAL SERVICES				57.98
FEES	CONTRACTUAL SERVICES				92.76
FEES	CONTRACTUAL SERVICES				139.15
FEES	CONTRACTUAL SERVICES				11.60
Fund 111 - GENERAL Total:					513.60
Fund: 212 - TRANSPORTATION					
FEES	CONTRACTUAL SERVICES				162.34
Fund 212 - TRANSPORTATION Total:					162.34
Fund: 213 - CEMETERY					
FEES	CONTRACTUAL SERVICES				23.19
Fund 213 - CEMETERY Total:					23.19
Fund: 621 - ENVIRONMENTAL SERVICES					
FEES	CONTRACTUAL SERVICES				162.34
Fund 621 - ENVIRONMENTAL SERVICES Total:					162.34
Fund: 631 - WASTEWATER					
FEES	CONTRACTUAL SERVICES				92.76
Fund 631 - WASTEWATER Total:					92.76
Fund: 641 - WATER					
FEES	CONTRACTUAL SERVICES				81.17
Fund 641 - WATER Total:					81.17
Fund: 713 - CASH & INVESTMENT POOL					
RETIREMENT GENERAL - EE	REGULAR RETIRE EE PAY				8,306.24

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Description (Payable)	Account Name	(None)	(None)	(None)	Amount
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE EE PAY				2,873.52
RETIREMENT GENERAL ADDTL -...	REGULAR RETIRE ER PAY				2,482.40
TSA POLICE	RETIRE POLICE EE PAY				8,142.34
TSA POLICE ADDTL - EE	RETIRE POLICE EE PAY				47.99
TSA FIRE	RETIRE FIRE EE PAYABLE				6,136.44
TSA FIRE ADDTL - EE	RETIRE FIRE EE PAYABLE				365.00
Fund 713 - CASH & INVESTMENT POOL Total:					28,353.93
Fund: 721 - GIS SERVICES					
FEES	CONTRACTUAL SERVICES				11.60
Fund 721 - GIS SERVICES Total:					11.60
Vendor WELLS FARGO BANK N.A. Total:					29,400.93
Vendor: WESTCO					
Fund: 631 - WASTEWATER					
DEPT SUP	DEPARTMENT SUPPLIES				36.26
Fund 631 - WASTEWATER Total:					36.26
Vendor WESTCO Total:					36.26
Vendor: WESTERN NEBR HUMAN RESOURCE MNGT ASSOC					
Fund: 111 - GENERAL					
CONFERENCE	SCHOOL & CONFERENCE				65.00
Fund 111 - GENERAL Total:					65.00
Vendor WESTERN NEBR HUMAN RESOURCE MNGT ASSOC Total:					65.00
Vendor: WESTERN PLAINS BUSINESS FORMS INC					
Fund: 621 - ENVIRONMENTAL SERVICES					
dept supplies	DEPARTMENT SUPPLIES				3,123.29
dept supplies	DEPARTMENT SUPPLIES				128.00
Fund 621 - ENVIRONMENTAL SERVICES Total:					3,251.29
Vendor WESTERN PLAINS BUSINESS FORMS INC Total:					3,251.29
Vendor: WRISTBANDS MEDTECH USA, INC.					
Fund: 111 - GENERAL					
DEP SUP	DEPARTMENT SUPPLIES				1,066.24
Fund 111 - GENERAL Total:					1,066.24
Vendor WRISTBANDS MEDTECH USA, INC. Total:					1,066.24
Vendor: YMCA OF SCOTTSBLUFF					
Fund: 111 - GENERAL					
fitness prog.	VOLUNTEER FIREMAN				157.50
fitness prog.	CONTRACTUAL SERVICES				472.50
Fund 111 - GENERAL Total:					630.00
Vendor YMCA OF SCOTTSBLUFF Total:					630.00
Grand Total:					571,285.25

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
111 - GENERAL	129,264.32	129.00
211 - REGIONAL LIBRARY	7,184.69	0.00
212 - TRANSPORTATION	148,531.71	0.00
213 - CEMETERY	2,002.94	0.00
215 - SPECIAL PROJECTS	16.00	0.00
216 - BUSINESS IMPROVEMENT	366.42	0.00
218 - PUBLIC SAFETY	1,194.00	0.00
621 - ENVIRONMENTAL SERVICES	31,766.58	261.27
631 - WASTEWATER	26,737.19	261.28
641 - WATER	50,082.53	25,723.91
661 - STORMWATER	2,834.40	123.15
713 - CASH & INVESTMENT POOL	104,254.85	104,254.85
721 - GIS SERVICES	49.31	0.00
812 - HEALTH INSURANCE	67,000.31	30,489.83
Grand Total:	571,285.25	161,243.29

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-21212	BIKE LICENSE PAYABLE	10.00	0.00
111-21216	LIQUOR LICENSE PAYABLE	5,114.50	0.00
111-21217	CONTRACTORS LIC PAYAB...	1,903.00	0.00
111-21219	PARKING FINES PAYABLE	5.50	0.00
111-21311	SALES TAX PAYABLE	129.00	129.00
111-52111-111	DEPARTMENT SUPPLIES	234.32	0.00
111-52111-121	DEPARTMENT SUPPLIES	31.88	0.00
111-52111-141	DEPARTMENT SUPPLIES	846.29	0.00
111-52111-142	DEPARTMENT SUPPLIES	1,328.71	0.00
111-52111-143	DEPARTMENT SUPPLIES	33.50	0.00
111-52111-151	DEPARTMENT SUPPLIES	499.50	0.00
111-52111-171	DEPARTMENT SUPPLIES	3,532.88	0.00
111-52111-172	DEPARTMENT SUPPLIES	2,513.59	0.00
111-52121-111	JANITORIAL SUPPLIES	94.19	0.00
111-52121-141	JANITORIAL SUPPLIES	6.36	0.00
111-52121-142	JANITORIAL SUPPLIES	30.32	0.00
111-52121-151	JANITORIAL SUPPLIES	203.18	0.00
111-52163-142	INVESTIGATION SUPPLIES	400.24	0.00
111-52164-141	VOLUNTEER FIREMAN	2,293.50	0.00
111-52181-142	UNIFORMS & CLOTHING	420.03	0.00
111-52181-171	UNIFORMS & CLOTHING	824.00	0.00
111-52222-121	BOOKS	215.00	0.00
111-52222-151	BOOKS	104.14	0.00
111-52225-151	SUBSCRIPTIONS	1,650.00	0.00
111-52311-114	MEMBERSHIPS	4,690.73	0.00
111-52311-121	MEMBERSHIPS	102.00	0.00
111-52411-151	POSTAGE	500.00	0.00
111-52511-142	GASOLINE	144.50	0.00
111-52511-171	GASOLINE	1,956.71	0.00
111-52521-171	OTHER FUEL	401.40	0.00
111-53111-111	CONTRACTUAL SERVICES	682.90	0.00
111-53111-112	CONTRACTUAL SERVICES	23.19	0.00
111-53111-116	CONTRACTUAL SERVICES	87.00	0.00
111-53111-121	CONTRACTUAL SERVICES	1,124.57	0.00
111-53111-141	CONTRACTUAL SERVICES	586.50	0.00
111-53111-142	CONTRACTUAL SERVICES	687.98	0.00
111-53111-151	CONTRACTUAL SERVICES	92.76	0.00
111-53111-171	CONTRACTUAL SERVICES	4,088.04	0.00
111-53111-172	CONTRACTUAL SERVICES	1,011.60	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
111-53411-172	JANITORIAL SERVICE	6,079.67	0.00
111-53421-111	BUILDING MAINTENANCE	7,708.81	0.00
111-53421-142	BUILDING MAINTENANCE	3.40	0.00
111-53421-171	BUILDING MAINTENANCE	3,059.29	0.00
111-53421-172	BUILDING MAINTENANCE	1,431.49	0.00
111-53431-171	ELECTRICAL MAINTENAN...	1,474.65	0.00
111-53441-111	EQUIPMENT MAINTENAN...	34.42	0.00
111-53441-142	EQUIPMENT MAINTENAN...	109.90	0.00
111-53441-171	EQUIPMENT MAINTENAN...	3,127.95	0.00
111-53441-172	EQUIPMENT MAINTENAN...	841.30	0.00
111-53451-141	VEHICLE MAINTENANCE	88.69	0.00
111-53451-142	VEHICLE MAINTENANCE	312.94	0.00
111-53451-171	VEHICLE MAINTENANCE	1,377.44	0.00
111-53471-171	GROUNDS MAINTENANCE	3,772.80	0.00
111-53511-111	ELECTRICITY	398.39	0.00
111-53511-141	ELECTRICITY	688.72	0.00
111-53511-142	ELECTRICITY	594.84	0.00
111-53511-151	ELECTRICITY	1,441.58	0.00
111-53511-171	ELECTRICITY	2,928.03	0.00
111-53511-172	ELECTRICITY	1,428.01	0.00
111-53521-111	HEATING FUEL	187.52	0.00
111-53521-141	HEATING FUEL	134.03	0.00
111-53521-142	HEATING FUEL	226.91	0.00
111-53521-151	HEATING FUEL	185.97	0.00
111-53521-171	HEATING FUEL	399.38	0.00
111-53521-172	HEATING FUEL	2,595.95	0.00
111-53551-171	STREET LIGHTS	100.40	0.00
111-53561-111	TELEPHONE	248.06	0.00
111-53561-112	TELEPHONE	71.11	0.00
111-53561-114	TELEPHONE	75.29	0.00
111-53561-115	TELEPHONE	42.73	0.00
111-53561-116	TELEPHONE	231.21	0.00
111-53561-121	TELEPHONE	227.90	0.00
111-53561-141	TELEPHONE	305.30	0.00
111-53561-142	TELEPHONE	2,139.14	0.00
111-53561-143	TELEPHONE	30.16	0.00
111-53561-151	TELEPHONE	574.11	0.00
111-53561-171	TELEPHONE	173.97	0.00
111-53561-172	TELEPHONE	172.56	0.00
111-53571-141	CELLULAR PHONE	186.66	0.00
111-53631-142	RENT-MACHINES	383.99	0.00
111-53631-151	RENT-MACHINES	345.00	0.00
111-53711-112	SCHOOL & CONFERENCE	65.00	0.00
111-53711-142	SCHOOL & CONFERENCE	1,424.25	0.00
111-53711-171	SCHOOL & CONFERENCE	114.84	0.00
111-53821-171	FIRE INSURANCE	2.88	0.00
111-53841-142	VEHICLE INSURANCE	1,050.57	0.00
111-54311-172	STRUCTURES	42,063.60	0.00
211-52222-151	BOOKS	7,184.69	0.00
212-52111-212	DEPARTMENT SUPPLIES	778.93	0.00
212-52171-212	STREET REPAIR SUPPLIES	31,875.64	0.00
212-53111-212	CONTRACTUAL SERVICES	162.34	0.00
212-53441-212	EQUIPMENT MAINTENAN...	3,255.11	0.00
212-53451-212	VEHICLE MAINTENANCE	220.39	0.00
212-53491-212	STREET MAINTENANCE	8,614.09	0.00
212-53511-212	ELECTRICITY	615.32	0.00
212-53521-212	HEATING FUEL	1,321.43	0.00
212-53531-212	ELECTRIC POWER	1,790.55	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
212-53551-212	STREET LIGHTS	27,982.20	0.00
212-53561-212	TELEPHONE	529.69	0.00
212-53721-212	BUSINESS TRAVEL	92.95	0.00
212-54322-212	STREET PROJECTS	71,293.07	0.00
213-52111-213	DEPARTMENT SUPPLIES	1,214.45	0.00
213-53111-213	CONTRACTUAL SERVICES	23.19	0.00
213-53211-213	LEGAL FEES	26.00	0.00
213-53441-213	EQUIPMENT MAINTENAN...	142.24	0.00
213-53511-213	ELECTRICITY	482.86	0.00
213-53561-213	TELEPHONE	74.20	0.00
213-53811-213	BONDING	40.00	0.00
215-52111-172	DEPARTMENT SUPPLIES	16.00	0.00
216-53111-121	CONTRACTUAL SERVICES	281.00	0.00
216-53551-000	STREET LIGHTS	85.42	0.00
218-52111-142	DEPARTMENT SUPPLIES	1,194.00	0.00
621-52111-621	DEPARTMENT SUPPLIES	6,911.66	0.00
621-52181-621	UNIFORMS & CLOTHING	100.00	0.00
621-52411-621	POSTAGE	261.27	261.27
621-52511-621	GASOLINE	10,490.75	0.00
621-53111-621	CONTRACTUAL SERVICES	249.34	0.00
621-53193-621	DISPOSAL FEES	750.00	0.00
621-53441-621	EQUIPMENT MAINTENAN...	10,391.75	0.00
621-53451-621	VEHICLE MAINTENANCE	1,445.60	0.00
621-53511-621	ELECTRICITY	698.83	0.00
621-53521-621	HEATING FUEL	321.00	0.00
621-53561-621	TELEPHONE	146.38	0.00
631-52111-631	DEPARTMENT SUPPLIES	3,448.15	0.00
631-52411-631	POSTAGE	261.28	261.28
631-52611-631	CHEMICALS	5,198.00	0.00
631-53111-631	CONTRACTUAL SERVICES	197.87	0.00
631-53511-631	ELECTRICITY	1,156.02	0.00
631-53531-631	ELECTRIC POWER	16,333.46	0.00
631-53561-631	TELEPHONE	142.41	0.00
641-21311	SALES TAX PAYABLE	25,449.46	25,449.46
641-52111-641	DEPARTMENT SUPPLIES	1,921.10	13.16
641-52117-641	SAMPLES	135.00	0.00
641-52411-641	POSTAGE	499.86	261.29
641-53111-641	CONTRACTUAL SERVICES	1,597.37	0.00
641-53151-641	BANK FEES	252.50	0.00
641-53441-641	EQUIPMENT MAINTENAN...	332.00	0.00
641-53451-641	VEHICLE MAINTENANCE	121.03	0.00
641-53511-641	ELECTRICITY	206.65	0.00
641-53521-641	HEATING FUEL	135.97	0.00
641-53531-641	ELECTRIC POWER	7,928.00	0.00
641-53561-641	TELEPHONE	105.34	0.00
641-54212-641	ENGINEERING/DESIGN	11,398.25	0.00
661-21311	SALES TAX PAYABLE	123.15	123.15
661-52111-661	DEPARTMENT SUPPLIES	752.53	0.00
661-52411-661	POSTAGE	7.79	0.00
661-53111-661	CONTRACTUAL SERVICES	1,917.23	0.00
661-53561-661	TELEPHONE	33.70	0.00
713-21511	MISC PAYROLL DEDUCT	360.14	360.14
713-21512	MEDICARE W/H EE PAYAB...	6,978.30	6,978.30
713-21513	FICA W/H EE PAYABLE	26,028.20	26,028.20
713-21514	FED W/H EE PAYABLE	24,310.87	24,310.87
713-21517	POL UNION DUES EE PAY	378.00	378.00
713-21518	FIRE UNION DUES EE PAY	210.00	210.00
713-21523	LIFE INS EE PAYABLE	22.75	22.75

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
713-21524	SMEC EE PAYABLE	240.00	240.00
713-21527	WAGE ATTACHMENT EE ...	400.94	400.94
713-21528	REGULAR RETIRE EE PAY	11,179.76	11,179.76
713-21529	DEFERRED COMP EE PAY	965.00	965.00
713-21531	RETIRE FIRE EE PAYABLE	6,501.44	6,501.44
713-21533	RETIRE POLICE EE PAY	8,190.33	8,190.33
713-21534	DIS INC INS EE PAYABLE	25.95	25.95
713-21539	CHILD SUPPORT EE PAY	1,982.31	1,982.31
713-21541	HSA EE PAYABLE	11,535.96	11,535.96
713-21728	REGULAR RETIRE ER PAY	2,482.40	2,482.40
713-21741	HSA ER PAYABLE	2,462.50	2,462.50
721-53111-721	CONTRACTUAL SERVICES	11.60	0.00
721-53561-721	TELEPHONE	37.71	0.00
812-53861-112	PREMIUM EXPENSE	36,510.48	0.00
812-53862-112	CLAIMS EXPENSE	27,989.93	27,989.93
812-53863-112	FLEXIBLE BENFT EXPENSES	2,499.90	2,499.90
Grand Total:		571,285.25	161,243.29

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	556,458.61	161,243.29
1114153411	6,079.67	0.00
1114153421	1,431.49	0.00
1114153441	841.30	0.00
1114153521	2,532.24	0.00
2117753111	810.00	0.00
2117753511	84.25	0.00
2122352111	16.00	0.00
6002052111	30.97	0.00
6002052411	7.79	0.00
6002053111	1,917.23	0.00
6002053561	33.70	0.00
7000852111	42.00	0.00
7000853111	1,000.00	0.00
Grand Total:	571,285.25	161,243.29

Utility Refunds - 5/5/14 Claims

Refund Review

Close Form Print Screen

Packet: UBPKT00223 - Refunds 1 UBPKT00222 Disconnect

Add Edit Delete

Account #	Status	Contact	Service Address	Refund Amount
010-4588-05	Inactive	KARIANNE C HOOVER	2110 AVE E SCOTTSBLUFF NE 69361	0.62
010-2318-05	Inactive	HOLLY M HOFFMAN	515 W 22ND ST SCOTTSBLUFF NE 69361	0.62
050-4004-08	Inactive	SCOTT M DOOLEY	1113 E 17TH ST SCOTTSBLUFF NE 69361	26.17
015-6146-07	Inactive	ANGELICA M GUZMAN	507 W 40TH ST SCOTTSBLUFF NE 69361	4.19
020-5475-04	Inactive	JACOB W ELWALL	817 W 20TH ST SCOTTSBLUFF NE 69361	8.35
075-0193-01	Inactive	GLENN LUCIUS	1320 4TH AVE SCOTTSBLUFF NE 69361	7.23
Total				6 \$47.18

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Finance1

Council to review the March, 2014 Financial Report.

Staff Contact: Renae Griffiths, Finance Director

City of Scottsbluff

Fund Equity in Cash

March 31, 2014

Fund	Fund #	2 YRS PRIOR March 31, 2012	PRIOR YEAR March 31, 2013	PRIOR MONTH February 28, 2014	CURRENT MONTH March 31, 2014
General	111	\$ 2,882,598.93	\$ 3,647,367.02	\$ 3,803,884.49	\$ 3,626,914.15
Regional Library	211	10,881.14	41,400.39	50,142.47	50,158.90
Transportation	212	2,697,867.76	1,855,244.86	1,460,839.52	1,495,424.37
Cemetery	213	(11,137.52)	1,100.66	7,139.27	3,332.24
Cemetery Perp Care	214	326,276.30	356,808.82	409,025.82	412,328.11
Special Projects	215	224,546.09	557,070.06	578,843.22	630,390.07
Business Improvement	216	178,365.24	118,348.13	159,414.23	161,433.94
Public Safety	218	254,367.20	295,338.18	277,100.76	231,234.10
Scb Industrial Sites	219	42,489.35	54,809.92	49,533.96	49,550.19
Keno	223	85,621.60	74,894.38	93,416.32	99,520.84
Economic Development	224	3,357,452.36	4,328,058.63	5,256,134.14	5,293,360.46
Mutual Fire Organization	225	268,710.72	351,651.17	438,293.11	435,029.33
Debt Service	311	3,398,119.95	3,527,077.95	3,507,626.08	3,536,187.15
TIF	321	376,502.25	368,318.19	247,465.55	248,324.56
CDBG	411	280,147.04	42,565.06	42,542.06	42,556.00
Leasing Corporation	412	7,589.79	7,608.88	7,604.90	7,607.39
Capital Projects	511	-	-	7,336.93	8,979.38
Environmental Services	621	506,836.22	438,352.35	428,345.79	519,562.54
Wastewater	631	2,169,314.99	2,068,533.30	2,036,556.55	2,165,952.83
Water	641	739,583.46	1,281,972.46	1,710,229.71	1,725,948.22
Electric	651	1,564,753.55	1,320,738.73	1,354,443.44	1,355,255.60
Stormwater	661	466,945.98	522,489.40	442,267.40	442,502.60
GIS	721	50,208.73	49,469.43	44,705.98	38,947.93
Unemployment Comp	811	27,296.57	23,235.15	53,074.24	53,091.63
Health Insurance	812	513,490.33	654,498.69	703,780.07	629,465.05
TOTAL		\$ 20,418,828.03	\$ 21,986,951.81	\$ 23,169,746.01	\$ 23,263,057.58



Budget Report Group Summary

For Fiscal: 2013-2014 Period Ending: 03/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
400 - Taxes	5,240,248.00	5,240,248.00	339,966.20	2,448,481.92	-2,791,766.08	-53.28 %
412 - Intergovernmental	0.00	0.00	0.00	69,894.29	69,894.29	0.00 %
420 - Charges for Services	496,050.00	496,050.00	21,999.35	162,599.40	-333,450.60	-67.22 %
460 - Investment Income	11,000.00	11,000.00	0.00	4,226.44	-6,773.56	-61.58 %
470 - Miscellaneous Revenues	42,500.00	42,500.00	2,304.36	51,908.11	9,408.11	22.14 %
480 - Other Financing Uses	2,885,220.00	2,885,220.00	0.00	1,504,718.40	-1,380,501.60	-47.85 %
500 - Personnel	6,157,348.00	6,157,348.00	427,966.14	3,012,925.25	3,144,422.75	51.07 %
503 - Supplies	500,043.00	500,043.00	42,569.64	169,576.56	330,466.44	66.09 %
504 - Contract Services	1,660,869.00	1,660,869.00	71,096.49	788,818.46	872,050.54	52.51 %
550 - Capital Outlay	619,000.00	619,000.00	1,362.50	225,188.94	393,811.06	63.62 %
570 - Other Financing Uses	511,000.00	511,000.00	0.00	233,549.84	277,450.16	54.30 %
Fund: 111 - GENERAL Surplus (Deficit):	-773,242.00	-773,242.00	-178,724.86	-188,230.49	585,011.51	
Fund: 211 - REGIONAL LIBRARY						
460 - Investment Income	120.00	120.00	16.43	49.37	-70.63	-58.86 %
470 - Miscellaneous Revenues	1,000.00	1,000.00	0.00	25,095.06	24,095.06	2,409.51 %
503 - Supplies	15,750.00	15,750.00	0.00	5,227.46	10,522.54	66.81 %
504 - Contract Services	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
570 - Other Financing Uses	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
Fund: 211 - REGIONAL LIBRARY Surplus (Deficit):	-27,630.00	-27,630.00	16.43	19,916.97	47,546.97	
Fund: 212 - TRANSPORTATION						
400 - Taxes	2,630,209.00	2,630,209.00	188,061.46	1,116,066.00	-1,514,143.00	-57.57 %
420 - Charges for Services	2,500.00	2,500.00	0.00	0.00	-2,500.00	-100.00 %
460 - Investment Income	7,500.00	7,500.00	489.95	2,246.79	-5,253.21	-70.04 %
470 - Miscellaneous Revenues	25,000.00	25,000.00	258.65	1,119.30	-23,880.70	-95.52 %
500 - Personnel	950,700.00	950,700.00	70,729.36	471,643.77	479,056.23	50.39 %
503 - Supplies	291,170.00	291,170.00	23,146.39	91,137.68	200,032.32	68.70 %
504 - Contract Services	841,400.00	841,400.00	37,613.31	257,180.33	584,219.67	69.43 %
550 - Capital Outlay	660,000.00	660,000.00	22,694.12	180,020.52	479,979.48	72.72 %
560 - Debt Service	242,991.00	242,991.00	0.00	239,318.75	3,672.25	1.51 %
570 - Other Financing Uses	152,000.00	152,000.00	92.03	24,568.92	127,431.08	83.84 %
Fund: 212 - TRANSPORTATION Surplus (Deficit):	-473,052.00	-473,052.00	34,534.85	-144,437.88	328,614.12	
Fund: 213 - CEMETERY						
420 - Charges for Services	44,300.00	44,300.00	3,010.00	23,630.00	-20,670.00	-46.66 %
460 - Investment Income	20.00	20.00	1.09	24.42	4.42	22.10 %
470 - Miscellaneous Revenues	41,000.00	41,000.00	4,950.00	17,348.67	-23,651.33	-57.69 %
480 - Other Financing Uses	148,000.00	148,000.00	4,950.00	56,950.00	-91,050.00	-61.52 %
500 - Personnel	145,063.00	145,063.00	9,718.41	64,249.20	80,813.80	55.71 %
503 - Supplies	16,431.00	16,431.00	332.52	9,053.37	7,377.63	44.90 %
504 - Contract Services	25,008.00	25,008.00	1,967.19	10,600.63	14,407.37	57.61 %
550 - Capital Outlay	48,000.00	48,000.00	4,950.00	22,450.00	25,550.00	53.23 %
Fund: 213 - CEMETERY Surplus (Deficit):	-1,182.00	-1,182.00	-4,057.03	-8,400.11	-7,218.11	
Fund: 214 - CEMETARY PERPETUAL CARE						
400 - Taxes	159,000.00	159,000.00	7,067.20	41,913.38	-117,086.62	-73.64 %
420 - Charges for Services	18,300.00	18,300.00	1,050.00	8,100.00	-10,200.00	-55.74 %
460 - Investment Income	1,400.00	1,400.00	135.09	597.78	-802.22	-57.30 %
504 - Contract Services	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
570 - Other Financing Uses	148,000.00	148,000.00	4,950.00	56,950.00	91,050.00	61.52 %
Fund: 214 - CEMETARY PERPETUAL CARE Surplus (Deficit):	-219,300.00	-219,300.00	3,302.29	-6,338.84	212,961.16	
Fund: 215 - SPECIAL PROJECTS						
412 - Intergovernmental	0.00	0.00	58,687.94	69,070.77	69,070.77	0.00 %

Budget Report

For Fiscal: 2013-2014 Period Ending: 03/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
420 - Charges for Services	0.00	0.00	0.00	1,060.00	1,060.00	0.00 %
460 - Investment Income	1,500.00	1,500.00	206.54	857.72	-642.28	-42.82 %
470 - Miscellaneous Revenues	500,000.00	500,000.00	0.00	1,834.90	-498,165.10	-99.63 %
500 - Personnel	0.00	0.00	5,386.61	5,386.61	-5,386.61	0.00 %
503 - Supplies	500,000.00	500,000.00	1,881.02	3,245.23	496,754.77	99.35 %
504 - Contract Services	0.00	0.00	80.00	13,547.56	-13,547.56	0.00 %
Fund: 215 - SPECIAL PROJECTS Surplus (Deficit):	1,500.00	1,500.00	51,546.85	50,643.99	49,143.99	
Fund: 216 - BUSINESS IMPROVEMENT						
400 - Taxes	54,340.00	54,340.00	2,052.24	15,112.29	-39,227.71	-72.19 %
460 - Investment Income	500.00	500.00	52.89	228.07	-271.93	-54.39 %
500 - Personnel	11,085.00	11,085.00	0.00	0.00	11,085.00	100.00 %
503 - Supplies	100.00	100.00	0.00	0.00	100.00	100.00 %
504 - Contract Services	4,100.00	4,100.00	85.42	567.10	3,532.90	86.17 %
550 - Capital Outlay	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00 %
570 - Other Financing Uses	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00 %
Fund: 216 - BUSINESS IMPROVEMENT Surplus (Deficit):	-65,445.00	-65,445.00	2,019.71	14,773.26	80,218.26	
Fund: 218 - PUBLIC SAFETY						
400 - Taxes	236,000.00	236,000.00	9,224.38	54,666.38	-181,333.62	-76.84 %
460 - Investment Income	1,200.00	1,200.00	75.76	375.35	-824.65	-68.72 %
503 - Supplies	31,000.00	31,000.00	12,312.80	20,352.80	10,647.20	34.35 %
550 - Capital Outlay	130,000.00	130,000.00	29,264.00	31,563.92	98,436.08	75.72 %
560 - Debt Service	67,122.00	67,122.00	0.00	56,493.75	10,628.25	15.83 %
570 - Other Financing Uses	150,000.00	150,000.00	13,590.00	13,590.00	136,410.00	90.94 %
Fund: 218 - PUBLIC SAFETY Surplus (Deficit):	-140,922.00	-140,922.00	-45,866.66	-66,958.74	73,963.26	
Fund: 219 - INDUSTRIAL SITES						
460 - Investment Income	250.00	250.00	16.23	72.31	-177.69	-71.08 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	-100.00 %
503 - Supplies	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00 %
504 - Contract Services	57,692.00	57,692.00	0.00	0.00	57,692.00	100.00 %
Fund: 219 - INDUSTRIAL SITES Surplus (Deficit):	-55,442.00	-55,442.00	16.23	72.31	55,514.31	
Fund: 223 - KENO						
412 - Intergovernmental	0.00	0.00	837.45	837.45	837.45	0.00 %
460 - Investment Income	300.00	300.00	32.61	124.98	-175.02	-58.34 %
470 - Miscellaneous Revenues	60,000.00	60,000.00	5,234.46	32,856.54	-27,143.46	-45.24 %
503 - Supplies	71,000.00	71,000.00	0.00	8,648.75	62,351.25	87.82 %
504 - Contract Services	0.00	0.00	0.00	354.96	-354.96	0.00 %
Fund: 223 - KENO Surplus (Deficit):	-10,700.00	-10,700.00	6,104.52	24,815.26	35,515.26	
Fund: 224 - ECONOMIC DEVELOPMENT						
400 - Taxes	1,012,475.00	1,012,475.00	67,974.98	474,155.93	-538,319.07	-53.17 %
460 - Investment Income	17,000.00	17,000.00	1,734.29	7,628.14	-9,371.86	-55.13 %
470 - Miscellaneous Revenues	0.00	0.00	1,623.64	27,600.83	27,600.83	0.00 %
503 - Supplies	750.00	750.00	0.00	77.41	672.59	89.68 %
504 - Contract Services	4,090,000.00	4,090,000.00	34,106.59	409,691.85	3,680,308.15	89.98 %
Fund: 224 - ECONOMIC DEVELOPMENT Surplus (Deficit):	-3,061,275.00	-3,061,275.00	37,226.32	99,615.64	3,160,890.64	
Fund: 225 - MUTUAL FIRE						
460 - Investment Income	1,500.00	1,500.00	142.53	632.91	-867.09	-57.81 %
470 - Miscellaneous Revenues	90,200.00	90,200.00	0.00	44,429.31	-45,770.69	-50.74 %
503 - Supplies	10,000.00	10,000.00	3,406.31	3,406.31	6,593.69	65.94 %
570 - Other Financing Uses	400,000.00	400,000.00	0.00	0.00	400,000.00	100.00 %
Fund: 225 - MUTUAL FIRE Surplus (Deficit):	-318,300.00	-318,300.00	-3,263.78	41,655.91	359,955.91	
Fund: 311 - DEBT SERVICE						
400 - Taxes	687,142.00	687,142.00	25,902.49	128,586.14	-558,555.86	-81.29 %
460 - Investment Income	15,500.00	15,500.00	1,158.58	5,148.60	-10,351.40	-66.78 %
470 - Miscellaneous Revenues	68,000.00	68,000.00	1,500.00	5,197.87	-62,802.13	-92.36 %
480 - Other Financing Uses	1,000,000.00	1,000,000.00	0.00	0.00	-1,000,000.00	-100.00 %
504 - Contract Services	8,500.00	8,500.00	0.00	1,450.00	7,050.00	82.94 %

4/30/2014 10:32:14 AM

Budget Report

For Fiscal: 2013-2014 Period Ending: 03/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
560 - Debt Service	17,811.00	17,811.00	0.00	17,682.52	128.48	0.72 %
570 - Other Financing Uses	4,395,580.00	4,395,580.00	0.00	580,137.50	3,815,442.50	86.80 %
Fund: 311 - DEBT SERVICE Surplus (Deficit):	-2,651,249.00	-2,651,249.00	28,561.07	-460,337.41	2,190,911.59	
Fund: 321 - TIF PROJECTS						
400 - Taxes	42,000.00	42,000.00	777.65	16,952.94	-25,047.06	-59.64 %
460 - Investment Income	1,600.00	1,600.00	81.36	378.85	-1,221.15	-76.32 %
480 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	-300,000.00	-100.00 %
560 - Debt Service	391,745.00	391,745.00	0.00	143,318.21	248,426.79	63.42 %
570 - Other Financing Uses	300,000.00	300,000.00	0.00	0.00	300,000.00	100.00 %
Fund: 321 - TIF PROJECTS Surplus (Deficit):	-348,145.00	-348,145.00	859.01	-125,986.42	222,158.58	
Fund: 411 - CDBG						
460 - Investment Income	180.00	180.00	13.94	62.11	-117.89	-65.49 %
Fund: 411 - CDBG Total:	180.00	180.00	13.94	62.11	-117.89	-65.49 %
Fund: 412 - LEASE CORPORATION						
460 - Investment Income	30.00	30.00	2.49	11.10	-18.90	-63.00 %
480 - Other Financing Uses	644,580.00	644,580.00	0.00	579,787.50	-64,792.50	-10.05 %
560 - Debt Service	644,580.00	644,580.00	0.00	579,787.50	64,792.50	10.05 %
Fund: 412 - LEASE CORPORATION Surplus (Deficit):	30.00	30.00	2.49	11.10	-18.90	
Fund: 511 - CAPITAL PROJECTS FUND						
400 - Taxes	50,000.00	50,000.00	1,639.51	8,974.34	-41,025.66	-82.05 %
460 - Investment Income	250.00	250.00	2.94	5.04	-244.96	-97.98 %
Fund: 511 - CAPITAL PROJECTS FUND Total:	50,250.00	50,250.00	1,642.45	8,979.38	-41,270.62	-82.13 %
Fund: 621 - ENVIRONMENTAL SERVICES						
420 - Charges for Services	2,293,050.00	2,293,050.00	253,686.89	1,204,220.53	-1,088,829.47	-47.48 %
460 - Investment Income	1,400.00	1,400.00	170.23	633.96	-766.04	-54.72 %
470 - Miscellaneous Revenues	0.00	0.00	2,010.00	2,036.00	2,036.00	0.00 %
500 - Personnel	1,099,227.00	1,099,227.00	79,855.63	545,223.30	554,003.70	50.40 %
503 - Supplies	218,040.00	218,040.00	17,896.22	85,957.74	132,082.26	60.58 %
504 - Contract Services	689,517.00	689,517.00	44,465.63	298,906.83	390,610.17	56.65 %
550 - Capital Outlay	550,000.00	550,000.00	0.00	0.00	550,000.00	100.00 %
570 - Other Financing Uses	55,500.00	55,500.00	92.03	27,568.91	27,931.09	50.33 %
Fund: 621 - ENVIRONMENTAL SERVICES Surplus (Deficit):	-317,834.00	-317,834.00	113,557.61	249,233.71	567,067.71	
Fund: 631 - WASTEWATER						
420 - Charges for Services	2,604,721.00	2,604,721.00	259,663.42	1,309,226.51	-1,295,494.49	-49.74 %
440 - Rents	300.00	300.00	300.00	300.00	0.00	0.00 %
460 - Investment Income	10,000.00	10,000.00	709.64	2,949.66	-7,050.34	-70.50 %
470 - Miscellaneous Revenues	0.00	0.00	200.00	3,350.00	3,350.00	0.00 %
500 - Personnel	846,464.00	846,464.00	62,942.75	410,062.49	436,401.51	51.56 %
503 - Supplies	121,210.00	121,210.00	5,630.34	27,427.63	93,782.37	77.37 %
504 - Contract Services	443,329.00	443,329.00	29,909.15	199,274.76	244,054.24	55.05 %
550 - Capital Outlay	1,128,000.00	1,128,000.00	8,807.07	31,260.07	1,096,739.93	97.23 %
560 - Debt Service	645,891.00	645,891.00	0.00	322,945.35	322,945.65	50.00 %
570 - Other Financing Uses	241,500.00	241,500.00	92.03	70,568.89	170,931.11	70.78 %
Fund: 631 - WASTEWATER Surplus (Deficit):	-811,373.00	-811,373.00	153,491.72	254,286.98	1,065,659.98	
Fund: 641 - WATER						
420 - Charges for Services	1,810,172.00	1,810,172.00	151,106.98	894,222.71	-915,949.29	-50.60 %
440 - Rents	18,096.00	18,096.00	1,658.00	7,848.00	-10,248.00	-56.63 %
460 - Investment Income	6,724.00	6,724.00	565.48	2,478.94	-4,245.06	-63.13 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	2,197.55	3,689.22	-1,310.78	-26.22 %
500 - Personnel	763,259.00	763,259.00	56,648.78	376,279.31	386,979.69	50.70 %
503 - Supplies	317,455.00	317,455.00	47,258.39	175,393.62	142,061.38	44.75 %
504 - Contract Services	315,364.00	315,364.00	16,808.70	147,665.96	167,698.04	53.18 %
550 - Capital Outlay	896,000.00	896,000.00	0.00	0.00	896,000.00	100.00 %
570 - Other Financing Uses	177,000.00	177,000.00	92.04	39,568.92	137,431.08	77.64 %
Fund: 641 - WATER Surplus (Deficit):	-629,086.00	-629,086.00	34,720.10	169,331.06	798,417.06	

Budget Report

For Fiscal: 2013-2014 Period Ending: 03/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 651 - ELECTRIC						
460 - Investment Income	13,000.00	13,000.00	812.16	4,248.54	-8,751.46	-67.32 %
470 - Miscellaneous Revenues	2,738,220.00	2,738,220.00	0.00	1,431,218.40	-1,307,001.60	-47.73 %
503 - Supplies	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00 %
570 - Other Financing Uses	3,458,220.00	3,458,220.00	0.00	1,416,218.40	2,042,001.60	59.05 %
Fund: 651 - ELECTRIC Surplus (Deficit):	-708,000.00	-708,000.00	812.16	19,248.54	727,248.54	
Fund: 661 - STORMWATER						
412 - Intergovernmental	22,930.00	22,930.00	0.00	22,930.00	0.00	0.00 %
420 - Charges for Services	19,400.00	19,400.00	1,800.23	9,236.39	-10,163.61	-52.39 %
460 - Investment Income	2,000.00	2,000.00	144.98	645.02	-1,354.98	-67.75 %
470 - Miscellaneous Revenues	5,000.00	5,000.00	0.00	0.00	-5,000.00	-100.00 %
480 - Other Financing Uses	50,000.00	50,000.00	0.00	25,000.00	-25,000.00	-50.00 %
503 - Supplies	29,519.00	29,519.00	437.16	2,664.43	26,854.57	90.97 %
504 - Contract Services	77,055.00	77,055.00	1,017.68	21,113.26	55,941.74	72.60 %
550 - Capital Outlay	50,000.00	50,000.00	0.00	15,081.77	34,918.23	69.84 %
570 - Other Financing Uses	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00 %
Fund: 661 - STORMWATER Surplus (Deficit):	-87,244.00	-87,244.00	490.37	18,951.95	106,195.95	
Fund: 713 - CASH & INVESTMENT POOL						
470 - Miscellaneous Revenues	0.00	0.00	0.00	-36.55	-36.55	0.00 %
Fund: 713 - CASH & INVESTMENT POOL Total:	0.00	0.00	0.00	-36.55	-36.55	0.00 %
Fund: 721 - GIS SERVICES						
460 - Investment Income	240.00	240.00	12.76	72.59	-167.41	-69.75 %
470 - Miscellaneous Revenues	0.00	0.00	0.00	100.00	100.00	0.00 %
480 - Other Financing Uses	120,000.00	120,000.00	368.13	54,275.64	-65,724.36	-54.77 %
500 - Personnel	74,492.00	74,492.00	5,774.02	36,880.96	37,611.04	50.49 %
503 - Supplies	6,550.00	6,550.00	0.00	3,000.00	3,550.00	54.20 %
504 - Contract Services	14,950.00	14,950.00	46.79	5,508.24	9,441.76	63.16 %
560 - Debt Service	37,000.00	37,000.00	368.13	17,275.64	19,724.36	53.31 %
Fund: 721 - GIS SERVICES Surplus (Deficit):	-12,752.00	-12,752.00	-5,808.05	-8,216.61	4,535.39	
Fund: 811 - UNEMPLOYMENT COMP						
460 - Investment Income	30.00	30.00	17.39	77.50	47.50	158.33 %
470 - Miscellaneous Revenues	14,963.00	14,963.00	0.00	0.00	-14,963.00	-100.00 %
504 - Contract Services	50,000.00	50,000.00	0.00	29.08	49,970.92	99.94 %
Fund: 811 - UNEMPLOYMENT COMP Surplus (Deficit):	-35,007.00	-35,007.00	17.39	48.42	35,055.42	
Fund: 812 - HEALTH INSURANCE						
460 - Investment Income	2,400.00	2,400.00	206.23	770.35	-1,629.65	-67.90 %
470 - Miscellaneous Revenues	1,747,920.00	1,747,920.00	144,273.99	1,829,694.26	81,774.26	4.68 %
504 - Contract Services	1,882,350.00	1,882,350.00	218,795.24	1,759,273.41	123,076.59	6.54 %
Fund: 812 - HEALTH INSURANCE Surplus (Deficit):	-132,030.00	-132,030.00	-74,315.02	71,191.20	203,221.20	
Report Surplus (Deficit):	-10,827,250.00	-10,827,250.00	156,900.11	33,894.74	10,861,144.74	



Budget Report Account Summary

For Fiscal: 2013-2014 Period Ending: 03/31/2014

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
Category: 400 - Taxes						
111-41111-000	PROPERTY TAX-GENERAL	175,000.00	175,000.00	3,620.43	27,316.66	-147,683.34 -84.39%
111-41111-111	PROPERTY TAX-GENERAL	0.00	0.00	0.00	5,396.19	5,396.19 0.00%
111-41112-000	CITY SALES TAX	4,636,075.00	4,636,075.00	316,436.36	2,219,894.75	-2,416,180.25 -52.12%
111-41115-000	FRANCHISE TAX	194,000.00	194,000.00	0.00	143,596.37	-50,403.63 -25.98%
111-41116-000	OTHER OCCUPATION TAX	23,000.00	23,000.00	0.00	0.00	-23,000.00 -100.00%
111-41116-115	OTHER OCCUPATION TAX	0.00	0.00	0.00	8,250.00	8,250.00 0.00%
111-41118-000	HOMESTEAD EXEMPTION	31,500.00	31,500.00	7,761.02	7,761.02	-23,738.98 -75.36%
111-41119-000	PRORATE MTR VEH TAX	3,500.00	3,500.00	0.00	1,443.78	-2,056.22 -58.75%
111-41120-000	MUNI EQUALIZATION PMT	47,558.00	47,558.00	6,596.84	13,180.26	-34,377.74 -72.29%
111-41130-000	STATE PROP. TAX CREDIT	0.00	0.00	2,733.21	2,733.21	2,733.21 0.00%
111-41131-000	IN LIEU OF TAXES	69,615.00	69,615.00	0.00	0.00	-69,615.00 -100.00%
111-41141-000	MOTOR VEHICLE TAX	60,000.00	60,000.00	2,818.34	18,909.68	-41,090.32 -68.48%
Category: 400 - Taxes Total:		5,240,248.00	5,240,248.00	339,966.20	2,448,481.92	-2,791,766.08 -53.28 %
Fund: 111 - GENERAL Total:		5,240,248.00	5,240,248.00	339,966.20	2,448,481.92	-2,791,766.08 -53.28 %
Report Total:		5,240,248.00	5,240,248.00	339,966.20	2,448,481.92	-2,791,766.08 -53.28 %

Group Summary

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 111 - GENERAL						
Department: 111 - FINANCE						
500 - Personnel	108,844.00	108,844.00	8,172.35	54,511.61	54,332.39	49.92 %
503 - Supplies	21,848.00	21,848.00	3,631.64	10,594.32	11,253.68	51.51 %
504 - Contract Services	49,899.00	49,899.00	9,880.30	30,258.65	19,640.35	39.36 %
550 - Capital Outlay	150,000.00	150,000.00	1,362.50	94,832.90	55,167.10	36.78 %
570 - Other Financing Uses	4,000.00	4,000.00	0.00	2,000.00	2,000.00	50.00 %
Department: 111 - FINANCE Total:	334,591.00	334,591.00	23,046.79	192,197.48	142,393.52	42.56 %
Department: 112 - PERSONNEL						
500 - Personnel	14,162.00	14,162.00	1,102.00	6,945.99	7,216.01	50.95 %
503 - Supplies	7,807.00	7,807.00	3,532.69	4,071.79	3,735.21	47.84 %
504 - Contract Services	25,438.00	25,438.00	1,145.17	9,255.08	16,182.92	63.62 %
Department: 112 - PERSONNEL Total:	47,407.00	47,407.00	5,779.86	20,272.86	27,134.14	57.24 %
Department: 113 - COUNCIL						
500 - Personnel	21,100.00	21,100.00	1,622.98	9,938.23	11,161.77	52.90 %
503 - Supplies	2,300.00	2,300.00	10.00	1,518.00	782.00	34.00 %
504 - Contract Services	3,283.00	3,283.00	595.78	1,812.78	1,470.22	44.78 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	0.00	250,000.00	100.00 %
Department: 113 - COUNCIL Total:	276,683.00	276,683.00	2,228.76	13,269.01	263,413.99	95.20 %
Department: 114 - CITY MANAGER						
500 - Personnel	33,770.00	33,770.00	2,587.93	16,638.93	17,131.07	50.73 %
503 - Supplies	53,611.00	53,611.00	11,656.60	19,744.27	33,866.73	63.17 %
504 - Contract Services	122,305.00	122,305.00	6,474.63	36,342.16	85,962.84	70.29 %
Department: 114 - CITY MANAGER Total:	209,686.00	209,686.00	20,719.16	72,725.36	136,960.64	65.32 %
Department: 115 - CITY CLERK						
500 - Personnel	13,668.00	13,668.00	1,058.64	6,766.61	6,901.39	50.49 %
503 - Supplies	5,157.00	5,157.00	0.00	356.45	4,800.55	93.09 %
504 - Contract Services	14,700.00	14,700.00	568.12	3,778.82	10,921.18	74.29 %
Department: 115 - CITY CLERK Total:	33,525.00	33,525.00	1,626.76	10,901.88	22,623.12	67.48 %
Department: 116 - MIS						
503 - Supplies	39,273.00	39,273.00	387.00	2,576.36	36,696.64	93.44 %
504 - Contract Services	19,920.00	19,920.00	3,709.88	23,647.87	-3,727.87	-18.71 %
Department: 116 - MIS Total:	59,193.00	59,193.00	4,096.88	26,224.23	32,968.77	55.70 %
Department: 121 - DEVELOPMENT SERVICES						
500 - Personnel	400,047.00	400,047.00	28,035.54	171,930.71	228,116.29	57.02 %
503 - Supplies	10,545.00	10,545.00	339.46	2,224.59	8,320.41	78.90 %
504 - Contract Services	104,501.00	104,501.00	4,093.24	23,742.11	80,758.89	77.28 %
570 - Other Financing Uses	7,000.00	7,000.00	0.00	3,500.00	3,500.00	50.00 %
Department: 121 - DEVELOPMENT SERVICES Total:	522,093.00	522,093.00	32,468.24	201,397.41	320,695.59	61.42 %
Department: 141 - FIRE						
500 - Personnel	1,358,293.00	1,358,293.00	90,939.79	686,556.80	671,736.20	49.45 %
503 - Supplies	52,476.00	52,476.00	2,056.30	13,292.59	39,183.41	74.67 %
504 - Contract Services	75,842.00	75,842.00	5,865.23	32,993.81	42,848.19	56.50 %
Department: 141 - FIRE Total:	1,486,611.00	1,486,611.00	98,861.32	732,843.20	753,767.80	50.70 %
Department: 142 - POLICE						
500 - Personnel	2,673,654.00	2,673,654.00	189,788.21	1,386,015.36	1,287,638.64	48.16 %
503 - Supplies	125,846.00	125,846.00	6,823.56	54,322.18	71,523.82	56.83 %
504 - Contract Services	429,366.00	429,366.00	28,411.67	281,611.77	147,754.23	34.41 %
570 - Other Financing Uses	250,000.00	250,000.00	0.00	228,049.84	21,950.16	8.78 %
Department: 142 - POLICE Total:	3,478,866.00	3,478,866.00	225,023.44	1,949,999.15	1,528,866.85	43.95 %
Department: 143 - EMERGENCY MANAGEMENT						
500 - Personnel	91,711.00	91,711.00	7,112.74	45,452.35	46,258.65	50.44 %
503 - Supplies	3,185.00	3,185.00	38.99	125.63	3,059.37	96.06 %

Budget Report

For Fiscal: 2013-2014 Period Ending: 03/31/2014

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
504 - Contract Services	1,850.00	1,850.00	22.40	126.98	1,723.02	93.14 %
Department: 143 - EMERGENCY MANAGEMENT Total:	96,746.00	96,746.00	7,174.13	45,704.96	51,041.04	52.76 %
Department: 151 - LIBRARY						
500 - Personnel	485,099.00	485,099.00	37,532.15	233,426.74	251,672.26	51.88 %
503 - Supplies	74,046.00	74,046.00	7,048.09	32,574.94	41,471.06	56.01 %
504 - Contract Services	82,343.00	82,343.00	6,888.71	34,197.68	48,145.32	58.47 %
550 - Capital Outlay	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00 %
Department: 151 - LIBRARY Total:	650,488.00	650,488.00	51,468.95	300,199.36	350,288.64	53.85 %
Department: 171 - PARKS						
500 - Personnel	687,623.00	687,623.00	49,680.78	323,881.95	363,741.05	52.90 %
503 - Supplies	61,222.00	61,222.00	6,210.15	24,101.61	37,120.39	60.63 %
504 - Contract Services	199,051.00	199,051.00	-75,350.05	93,467.56	105,583.44	53.04 %
550 - Capital Outlay	225,000.00	225,000.00	0.00	88,217.44	136,782.56	60.79 %
Department: 171 - PARKS Total:	1,172,896.00	1,172,896.00	-19,459.12	529,668.56	643,227.44	54.84 %
Department: 172 - RECREATION						
500 - Personnel	269,377.00	269,377.00	10,333.03	70,859.97	198,517.03	73.69 %
503 - Supplies	42,727.00	42,727.00	835.16	4,073.83	38,653.17	90.47 %
504 - Contract Services	532,371.00	532,371.00	90,448.01	217,583.19	314,787.81	59.13 %
550 - Capital Outlay	235,000.00	235,000.00	0.00	42,138.60	192,861.40	82.07 %
Department: 172 - RECREATION Total:	1,079,475.00	1,079,475.00	101,616.20	334,655.59	744,819.41	69.00 %
Department: 191 - NON-DEPARTMENTAL						
504 - Contract Services	0.00	0.00	-11,656.60	0.00	0.00	0.00 %
Department: 191 - NON-DEPARTMENTAL Total:	0.00	0.00	-11,656.60	0.00	0.00	0.00 %
Fund: 111 - GENERAL Total:	9,448,260.00	9,448,260.00	542,994.77	4,430,059.05	5,018,200.95	53.11 %
Report Total:	9,448,260.00	9,448,260.00	542,994.77	4,430,059.05	5,018,200.95	53.11 %

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Public Inp1

**Mayor to read and sign a Proclamation recognizing Police Week
May 11 thru May 18, 2014.**

Staff Contact: Mayor Meininger



POLICE WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the City of Scottsbluff Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Scottsbluff; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of the police department, and that members of our police department recognize their duty to serve the people in safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Scottsbluff Police Department has grown to be a modern and progressive law enforcement agency which unceasingly provides a vital public service;

NOW, THEREFORE, I, Randy Meininger, Mayor of the City of Scottsbluff, call upon all citizens of Scottsbluff and upon all patriotic, civil, and educational organizations to observe the week of May 11 through 18, 2014, as Police Week with appropriate ceremonies in which all our people may join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of Scottsbluff to observe May 15, 2014, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Scottsbluff to be affixed. Done at the City of Scottsbluff, this 5TH day of May, 2014.

Mayor

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports1

Council to consider approval of the alley yard waste collection options.

Staff Contact: Nathan Johnson, Assistant City Manager

Summary

After analyzing current services and looking at future goals of offering all three (3) sanitation services (trash, yard waste & single stream recycling) to all accounts, City staff looked into expanding those services in the most cost effective and efficient way possible. As a City, we strive to provide a wide array of services in a sustainable manner that minimizes rate increases and decreases government spending. In taking all of this into consideration, City staff thought that it would be appropriate to mandate all rollouts be placed curbside for pick-up to have the capability to expand all services across the entire City.

Since the time that all rollouts were mandated to be placed curbside for pick-up, City staff along with City Council Members have received numerous comments from concerned citizens affected by this change. City staff looked into the feasibility of several solutions that were mentioned at the City Council meeting on April 21, 2014. One of the ideas mentioned, was to swap the rollouts for yard waste dumpsters. The idea of adding dumpsters can be accomplished from an operational standpoint, unfortunately it is not financially feasible at this time with a cost of \$225,000.

In moving forward with yard waste collection, City staff is recommending a reversal in the current method of collection that all yard waste rollouts be picked up curbside. We are recommending that those who currently have alley trash pick-up be reverted back to yard waste pick-up in the alley. We are also asking citizens to help City staff and clear the 20 foot easement, as well as placing the yard waste rollout on the opposite side of the alley as the tan metal trash dumpster for pick-up and to move the rollout onto the owner's property when not being picked up.

Options Considered for Yard Waste Pick-Up

Based on the comments received in reference to yard waste collection in the City of Scottsbluff, City staff has reviewed various options for yard waste collection. The options that have been considered are as follows:

- All brown yard waste rollouts get picked up curbside (Current Method)
- Block option out alternative – service charge for rollout pick-up in the alley
 - 51% Majority vote needed on a block by block basis
 - Garbage must currently be picked up in the alley (tan dumpster)
 - Parcels own brown yard waste containers, not the City
 - The block must clear the 20 foot utility easement/alley way at the owners expense
 - All brown yard waste containers have to be flagged to show they are full
 - Applicable service charge

- Block option out alternative – green yard waste dumpster
 - 51% Majority vote needed on a block by block basis
 - Garbage must currently be picked up in the alley (tan dumpster)
 - The block must clear the 20 foot utility easement/alley way at the owners expense
 - All brown yard waste rollouts will be swapped for green metal dumpster
 - 4 brown rollouts = 1 green metal dumpster
 - The block will need to ensure that only yard waste is being put into the green dumpster
 - If material other than yard waste is in the dumpster it will not be picked up
 - Wednesday Pick-up

Options Recommended for Yard Waste Pick-Up

In reviewing all of the options for yard waste pick-up, City staff is recommending the following.

- **Brown yard waste rollouts with current curbside trash pick-up get picked up curbside**
- **Brown yard waste rollouts with current alley trash pick-up get picked up in the alley**
 - **The 20 foot utility easement/alley way must be cleared at the owners expense**
 - **Brown yard waste rollout containers must be placed on the opposite side of the alley as the tan metal trash dumpsters when full to be picked up**
 - **When the brown yard waste rollouts are not being picked up they need to be placed on the owner's property**

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports2

Council to consider approval of the contract for concessions at Lacy Park and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

AGREEMENT

THIS AGREEMENT is made between the City of Scottsbluff, Nebraska, a Municipal Corporation (hereinafter called "CITY") and Dale Blehm(hereinafter called "Blehm").

1. The CITY grants to BLEHM the privilege of operating a concession stand at Lacy Park for the period May 5th, 2014 through and including August 30, 2014. BLEHM may use all equipment belonging to the CITY located within the concession stand. For this privilege, BLEHM will pay to the CITY the sum of \$100.00 per month, beginning May 5, 2014, and on the fifth day of each and every month thereafter, through and including August 5, 2010, for a sum total of \$400.00. Such payments will be made at City Hall.

2. BLEHM will open the concession stand no later than five thirty p.m. and close it no earlier than 9:30 p.m. each Monday night through Thursday night for the term of this Agreement. BLEHM will also keep the concession stand open during weekend tournaments. If inclement weather causes cancellation of games during a particular period of time, BLEHM is not required to keep the concession stand open during that period of time. BLEHM will provide adult supervision for any individuals under sixteen years of age who participate in the operation of the concession stand.

3. All equipment of the CITY located within the concession stand may be used by BLEHM but shall be kept in good working order and restored to the CITY in as good condition as it was when the Agreement began, reasonable wear and tear accepted.

4. Due to a preexisting Agreement, only soft drinks distributed through the Pepsi Cola Company may be sold. No alcoholic beverages may be sold. Otherwise the CITY places no restrictions upon concessions that may be sold or the prices to be charged therefor, provided however that such prices shall be reasonable.

5. BLEHM will keep the concession area in clean and sanitary condition, and will comply with all applicable ordinances, regulations, including the regulations of the Department of Health.

6. The CITY may cancel the Agreement at any time and for any reason.

7. It is the CITY's practice that persons who return foul balls or home run balls to the concession stand will be given a ticket. BLEHM agrees to accept this ticket in exchange for twenty-five cents worth of merchandise sold at the concession stand. The CITY will reimburse BLEHM in the amount of twenty-five cents for each ticket turned in by BLEHM.

8. BLEHM will operate the concession stand as an independent contractor and not as an employee of the CITY. The CITY has no control over the manner in which BLEHM carries out his obligations under this Agreement. All profits earned in operating the concession stand are the exclusive property of BLEHM, and the CITY shall have no claim to such profits. Any losses

incurred by BLEHM in the operation of the concession stand shall be borne by BLEHM and the CITY shall have no obligation to reimburse any portion of such loss to BLEHM. BLEHM may employ subcontractors or others to assist in the carrying out of BLEHM's obligations. All products sold at the concession stand will be provided by BLEHM at BLEHM's expense.

9. During the term of this Agreement, BLEHM will maintain public liability insurance in an amount of not less than \$1,000,000.00. Such insurance policy will show the City as an additional insured. A certificate in a form acceptable to the City will be furnished to the City before BLEHM is allowed access to the City's facilities.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year first herein written.

DATED: _____, 2014.

CITY OF SCOTTSBLUFF, NEBRASKA

By _____

Title: _____

By _____
Dale Blehm

Attest:

City Clerk Seal

S:\JSchlager\My Documents\CITY\PARKS\Concession contract2014.wpd4/17/08

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports3

Council to consider approval of the Memorandum of Understanding Natural Resources District, City of Gering and Waste Connections regarding collection and transportation of recyclable materials and authorize the Mayor to execute the memorandum.

Staff Contact: Rick Kuckkahn, City Manager

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter “MOU”, is entered into between the **North Platte Natural Resources District**, hereinafter “NRD”, the **City of Gering**, hereinafter “Gering”, the **City of Scottsbluff**, hereinafter “Scottsbluff”, and **Waste Connections of Nebraska, Inc.**, hereinafter “Waste Connections”.

WHEREAS, all parties recognize the need and benefits of recycling in their respective jurisdictions, and make this MOU to delineate their respective functions in a cooperative effort to more efficiently recycle substances and materials for the betterment of our communities and our citizens, and for the protection of our natural resources. Accordingly, it is therefore understood:

1. **THE NRD** will provide educational outreach programs for students and other members of the public concerning the recycling process, and the benefits to our citizens and our natural resources, to encourage more citizen understanding and involvement in the recycling process.
2. **THE NRD** may provide smaller collection bins for in-building use at various locations throughout the District.
3. **THE NRD** may obtain grants to support the activities of the parties to this MOU.
4. **SCOTTSBLUFF** shall be responsible for collecting recyclable materials in Scottsbluff, and any other municipalities and entities with which Scottsbluff has committed to service, and for the transportation of those materials to the Gering recycling facility for processing.
5. **GERING** shall be responsible for collecting recyclable materials in Gering, and other municipalities and entities with which Gering has committed to service, and for the transportation of those materials to its facility for processing.

6. **GERING** will accept single stream recycling materials delivered to the Gering facility which shall be separated there.
7. **WASTE CONNECTIONS** shall be responsible for collecting recyclable materials in the various municipalities it serves, including Bayard, Bridgeport, Minatare, and Terrytown, and for the transportation of those materials to the Gering recycling facility for processing.
8. **RECYCLABLE MATERIALS INCLUDED AND EXCLUDED.** Each party to this MOU shall determine which materials will be collected for recycling. However, only those materials permitted under the Gering's Single Stream Program will be delivered and accepted at the Gering facility. Notification of any changes to the recyclable materials accepted or excluded by the Gering's Single Stream Program is contemplated.
9. **NOT A BINDING AGREEMENT.** The purpose of the MOU is simply to identify the functions of the various parties to enhance regional cooperation and efficiency. Nothing herein shall be deemed a binding agreement nor require any party to involuntarily expend or budget additional funds to accomplish the purposes of this MOU.
10. **AUTHORITY.** All parties, by affixing their signatures hereto, represent that they are duly authorized to do so on behalf of their respective municipality or corporation.
11. **EFFECTIVE DATE.** This MOU shall be effective on _____.

North Platte Natural Resources District

By: _____
Title _____
Date _____

By: _____
Title _____
Date _____

Waste Connections of Nebraska, Inc.

By: _____
Title _____
Date _____

City of Scottsbluff

By: _____
Title _____
Date _____

City of Gering

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports4

Council to authorize Mayor to sign Sub-award Certification for a 319 Grant in the amount of \$40,000.00 for rain gardens.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 5, 2014

AGENDA TITLE: Council to authorize Mayor to sign Subaward Certification for 319 grant in the amount of \$40,000

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: The City has applied for and been awarded a 319 grant in the amount of \$40,000. This grant program is intended for projects which will reduce non-point source pollution. The proposed project is to continue removing concrete medians from our downtown parking lots, which will reduce impervious surfaces and allow more stormwater to filter into the ground. This will allow for more green space in the parking lots, while eliminating tripping hazards and reducing the amount of time the streets department spends removing snow from these medians. After this sub-award certification is signed, the NDEQ will put together a grant agreement that will also have to be authorized by Council.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend approval of the ordinance and the rules and regulations

EXHIBITS

Resolution ☐ Ordinance ☐ Contract ☒ Minutes ☐ Plan/Map ☐

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

Subaward Certification

Federal Funding Accountability and Transparency Act

1. Grant Name and Grant Number: Using Rain Gardens to Reduce Stormwater Runoff from Parking Lots (56-1061)
2. Amount of Proposed Sub-Award: \$40,000
3. Name of Sub-recipient: City of Scottsbluff Department of Public Works
4. Agreement Number: C9007403-19 (Section 319 Grant to NDEQ for FY2010)

To be completed by Sub-Recipient:

5. Data Universal Numbering System (DUNS) Number: _____
6. Did your organization receive 80% or more of its annual gross revenues from Federal Awards or in Federal contracts preceding the fiscal year?

☐ Yes ☐ No
7. If you answered yes to the previous question, did your organization receive \$25,000,000 or more in annual gross revenues from Federal Awards or in Federal contracts the preceding fiscal year?

☐ Yes ☐ No
8. If you answered yes to questions **5 and 6**, is information regarding compensation of top five executives publicly available?

☐ Yes ☐ No
9. Are you owned by another entity?

☐ Yes ☐ No
10. If yes, what is the DUNS number of the parent entity? _____

11. Location information

Address of Subawardee:

City _____

State _____

Congressional District _____

County _____

Zip Code + 4 digits _____

12. Primary Location of Performance Under the Award

City _____

State _____

Congressional District _____

County _____

Zip Code + 4 digits _____

13. Are you Suspended or Debarred from participating in government contracts, subcontracts, loans, grants and other assistance programs?

☐ Yes

☐ No

Signature of Authorized Official

Date

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports5

Council to consider approval of the License Agreement with Duhamel Broadcasting to occupy property containing the Anchor Point and authorize the Mayor to execute the agreement.

Staff Contact: Rick Kuckkahn, City Manager

LICENSE AGREEMENT

This License Agreement (“Agreement”) is entered into on this ____ day of April, 2014, by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, (“Licensor”) and Duhamel Broadcasting Enterprises, (“Licensee”).

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Grant of License:

Licensor now grants a license to Licensee to occupy, subject to all of the terms and conditions of this Agreement, the following described property: a single, guy wire anchor point (the “Anchor Point”). Licensor and Licensee mutually acknowledge that the Anchor Point is necessary for the antenna structure of Licensee’s television station KDUH-TV (the “Station”) which is licensed by the Federal Communications Commission, that the Station is the only full power television station licensed to the City, that the Anchor Point has existed at the current location for approximately thirty-three (33) years without causing any known problems of any kind; and that the FCC has granted its consent to the assignment of license for the Station from Licensee to Rushmore Media Company, Inc. f/k/a New Rushmore Radio, Inc., (the “Transaction”); and that the Transaction is scheduled to close effective April 28, 2014 (the “Licensed Property”).

2. Limitation to Described Purpose:

The Licensed Property constitutes an alley and right-of-way owned by the Licensor and contains infrastructure owned by the Licensor, including a sewer main, water main, and storm sewer facilities. Licensee acknowledges that the Anchor Point encroaches into the Licensed Property by approximately two and one half feet, and wishes to continue the use and encroachment as long as it is convenient and not an obstruction or hindrance to the Licensor. Licensee agrees to use the Licensed Property solely for the Anchor Point (“licensee use”). Licensor grants to the Licensee the right to use the Licensed Property for such licensee uses so long as Licensee does not expand or use the Licensed Property for other uses.

3. Termination:

a. Licensors may terminate this Agreement at any time by giving written notice to the Licensee, specifying the date of termination. Such notice shall be given not less than 90 days prior to the date specified in such notice for the date of termination. Upon written notice, Licensee agrees to stop all licensee uses and to remove the Anchor Point encroachment from the Licensed Property; provided, that such stoppage does not pose an imminent danger to the City or the public at large; provided further, that Licensee will take commercially reasonable steps to remove the Anchor Point encroachment upon obtaining any required federal, state and local authorizations relating thereto.

b. Should Licensee expand its use of the Licensed Property or cease using the Licensed Property for licensee use, this Agreement shall immediately terminate. Licensee shall not have the right to rebuild the Anchor Point or build any other encroachment or obstruction or put the Licensed Property to any other uses other than the licensee uses.

4. Use at Licensee's Risk:

The Licensee understands and agrees that the use of the Licensed Property for the purposes set forth in this Agreement are at its own risk. In the event Licensors are required to access all or parts of its infrastructure located in the Licensed Property, or access all of its alley right of way, it has an unlimited right to do so and, if any of the Licensee's property is damaged in any way, Licensee will assume the full risk of replacing or repairing that property for its own use.

5. Agreement to Indemnify:

Licensee shall indemnify and hold Licensors harmless from and against any and all loss or damage that shall be caused by the existence of the rights given under this License Agreement or by any wrongful or negligent act or omission of Licensee, its agents or employees. Licensee agrees to repair any damage to the Licensed Property. The Licensee's right under this License Agreement shall be exercised in a reasonable manner and in such a way that will not interfere with Licensors' use of the Licensed Property.

6. Notices:

Any notice provided for or concerning this Agreement shall be in writing and shall be sufficiently given when sent by United States First Class Postal Service Delivery to the addresses of the parties as listed below:

City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69361
ATTN: City Manager

Rushmore Media Company, Inc.

7. Assignment of Rights:

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity, unless the other party consents in writing to such an assignment or transfer after being given the name and address of the assignee or transferee. The right to occupy the Licensed Property may be terminated at any time by the Licenser following the written notice set forth in Section 3(a) of this Agreement. Any of Licensee's heirs or assigns shall not have the right to rely on the licensee uses set forth in this Agreement on the Licensed Property except as contemplated under Section 1 of this Agreement.

CITY OF SCOTTSBLUFF, NEBRASKA,

ATTEST:

By _____
Mayor

City Clerk

Licensee

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing Licensing Agreement was acknowledged before me on _____, 20____, by _____, Mayor of The City of Scottsbluff, a Nebraska Municipal Corporation, by and on behalf of the Corporation.

Notary Public

STATE OF NEBRASKA, SCOTTS BLUFF COUNTY:

The above and foregoing Licensing Agreement was acknowledged before me on _____, 20____, by _____.

Notary Public

DUHAMEL BROADCASTING

P.O. BOX 1760
RAPID CITY SD, 57709

ALTA/ACSM LAND TITLE SURVEY
LOTS 11 AND 12, BLOCK 9 OF THE ORIGINAL TOWN ADDITION
TO THE CITY OF SCOTTSBLUFF, BEING IN THE SE 1/4 SECTION 23,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.
ALSO BEING IN CITY OF SCOTTSBLUFF IN SCOTTS BLUFF COUNTY NEBRASKA.

Sheet Revisions		
Date	Description	Initials
01-31-14	DRAFTED SURVEY	CJG



www.baker-eng.com

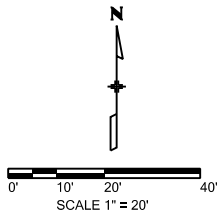
Baker & Associates Inc.

Engineers * Architects * Surveyors
COPYRIGHT

ALTA/ACSM LAND TITLE SURVEY				
Plan Sheet				
Baker Project Number: 6254-002-13				
Project Location: City of Scottsbluff Nebraska (1523 1st Avenue, Scottsbluff NE)				
Project Code	Last Mod. Date	Subset	Sheet No.	
6254	04-23-2014	2 of 2	2	



PHOTO OF NORTH WEST
BUILDING FRONTAGE

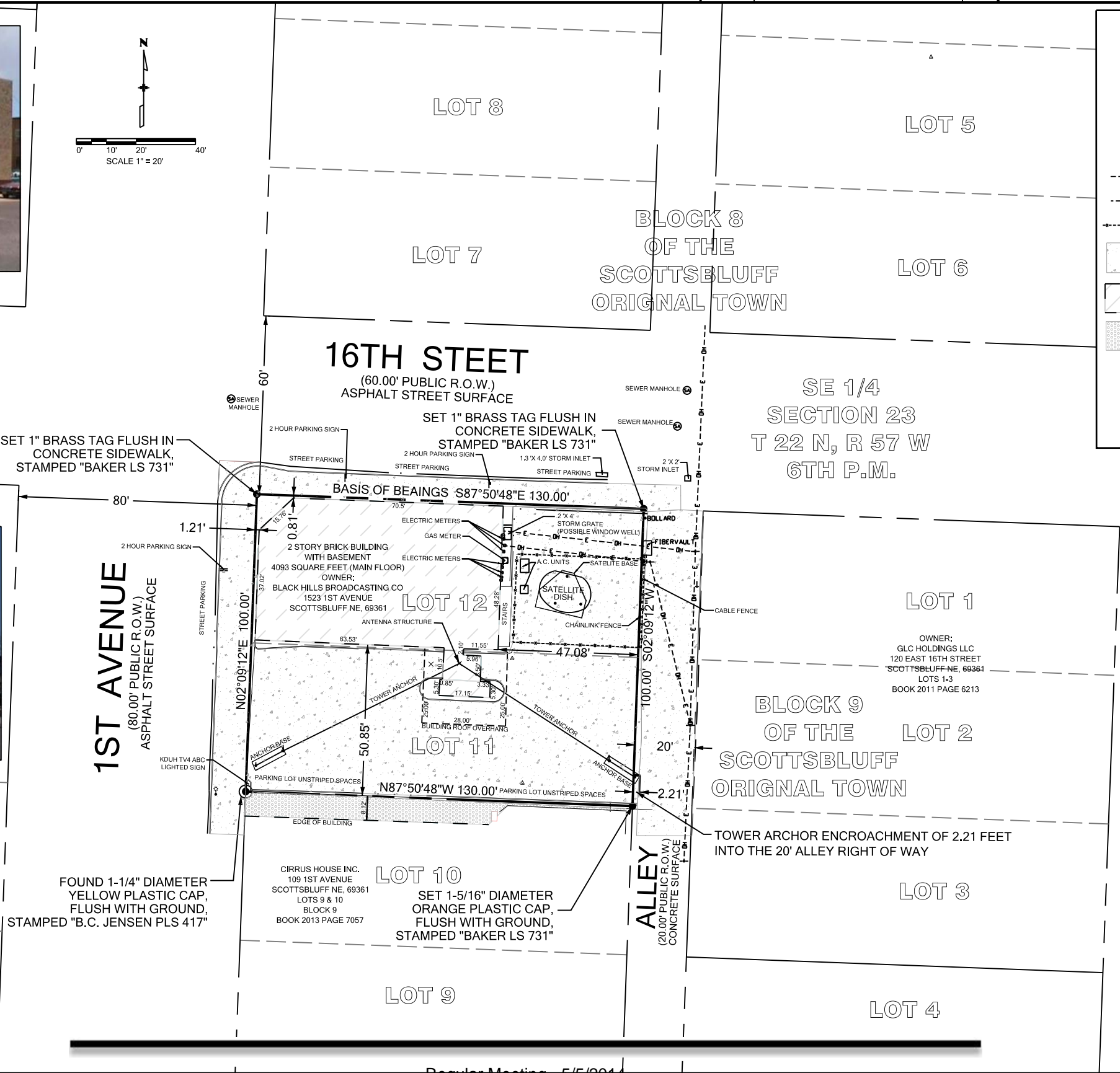


SURVEY LEGEND

- ◆ INDICATES FOUND SECTION CORNER
- INDICATES FOUND QUARTER CORNER
- INDICATES FOUND BAKER & ASSOCIATES PROPERTY CORNER
- INDICATES SET BAKER & ASSOCIATES PROPERTY CORNER BEING DESCRIBED AS NOTED
- f-- FIBEROPTIC LOCATES
- e-- OVERHEAD ELECTRIC LINES
- - - - CHAIN LINK FENCE
- [Pattern] DESIGNATES CONCRETE SURFACE
- [Pattern] DESIGNATES BUILDING FOOTPRINT
- [Pattern] DESIGNATES GRASS OR LAWN AREA
- | STREET SIGN
- ⊙ SEWER MANHOLE



PHOTO OF WEST
BUILDING FRONTAGE



2ND AVENUE
(70.00' PUBLIC R.O.W.)
ASPHALT STREET SURFACE

DUHAMEL BROADCASTING

P.O. BOX 1760
RAPID CITY SD, 57709

ALTA/ACSM LAND TITLE SURVEY
LOTS 11 AND 12, BLOCK 9 OF THE ORIGINAL TOWN ADDITION
TO THE CITY OF SCOTTSBLUFF, BEING IN THE SE 1/4 SECTION 23,
TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE 6TH P.M.
ALSO BEING IN CITY OF SCOTTSBLUFF IN SCOTTS BLUFF COUNTY NEBRASKA.

Sheet Revisions		
Date	Description	Initials
01-31-14	DRAFTED SURVEY	CJG

Baker

Associates

Inc.

www.baker-eng.com

Engineers * Architects * Surveyors
COPYRIGHT

ALTA/ACSM LAND TITLE SURVEY				
Title Sheet				
Baker Project Number: 6254-002-13				
Project Location: City of Scottsbluff Nebraska (1523 1st Avenue, Scottsbluff NE)				
Project Code	Last Mod. Date	Subset	Sheet No.	
6254	04-23-2014	1 of 2	1	

RECORD PROPERTY DESCRIPTION
LOTS 11, 12, BLOCK 9, ORIGINAL TOWN ADDITION TO THE CITY OF SCOTTSBLUFF, SCOTTS BLUFF COUNTY, NEBRASKA; EXCEPT THE WEST 10 FEET THEREOF.

SURVEY NOTES

1. THIS SURVEY RELIES ON THALKEN TITLE CO., ORDER NO.: 2140017, EFFECTIVE DATE OF APRIL __, 2014 AT 8:00 A.M. FOR ALL TITLE INFORMATION. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY BAKER AND ASSOCIATES INC. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD, REFERENCE THE COMMITMENT NUMBER LISTED ABOVE.
2. THE MONUMENTATION RECOVERED WAS LOCATED BY A COMBINATION OF GLOBAL POSITIONING SYSTEM (GPS) FAST STATIC, RTK AND RTK DATA LOGGING TECHNIQUES. CONVENTIONAL SURVEY METHODS WERE APPLIED WHEN REQUIRED.
3. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE CONNECTING THE NORTHWEST CORNER OF LOT 12, BLOCK 9, OF THE SCOTTSBLUFF ORIGINAL TOWN ADDITION AND THE NORTHEAST CORNER OF SAID BLOCK 9, BEING GRID BEARING OF SOUTH 87°50'48" EAST, A DISTANCE OF 130.00 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASE ON THE NEBRASKA HIGH ACCURACY REFERENCE NETWORK (NHARN), SAID BEARING IS NAD 83 (2011) NEBRASKA STATE PLANE ZONE 2600.
4. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.
5. NOTICE YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE (3) YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION, BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN (10) YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
6. SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING ZONE "C" LISTED ZONE DESIGNATION OR A "MINIMAL FLOODING" DESIGNATION BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE PROGRAM. SEE MAP OR COMMUNITY PANEL NUMBER 310206 0010C FOR THIS AREA WITHIN THE CITY OF SCOTTSBLUFF NEBRASKA.
7. UTILITY INFORMATION SHOWN HEREON IS FROM READILY APPARENT EVIDENCE FOUND ON THE SURFACE OF THE SITE DURING THE FIELD SURVEY PERFORMED BY BAKER AND ASSOCIATES. NO UTILITY LOCATION SERVICE WAS UTILIZED FOR THIS SURVEY. FOR THE EXACT LOCATION OF ALL UNDERGROUND UTILITIES, CONTACT THE UTILITY NOTIFICATION CENTER OF NEBRASKA AND THE APPROPRIATE UTILITY COMPANY PRIOR TO CONSTRUCTION.
8. TOTAL AREA OF THE SURVEYED PARCEL =13,000 SQUARE FT (0.298) ACRES.
9. NO APPARENT EVIDENCE FOUND ON THE SURFACE OF THE SITE DURING THE FIELD SURVEY PERFORMED BY BAKER AND ASSOCIATES INC. REVEALED CEMETERIES, GRAVE SITES OR FAMILY BURIAL GROUNDS ON THE PREMISES
10. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WERE OBSERVED BAKER AND ASSOCIATES INC. WHILE PERFORMING THE FIELD SURVEY.
11. THE SUBJECT PROPERTY ADDRESS FOR THIS PROPERTY IS:
1523 1ST AVENUE
SCOTTSBLUFF, NE 69361
12. THE SUBJECT PROPERTY IS ZONE (C-1) CENTRAL BUSINESS DISTRICT IN THE SCOTTS BLUFF COUNTY ASSESSOR RECORDS.
13. NO EVIDENCE OF PROPOSED CHANGES IN CITY STREET RIGHT OF WAYS WERE OBSERVED. NO PROPOSALS WERE FOUND AT SCOTTS BLUFF COUNTY OR IN THE CITY OF SCOTTSBLUFF PLANNING AGENDA IN THE UPCOMING LIST OF PROJECTS. NO CURRENT CONSTRUCTION OF THE ROADS OR RIGHT OF WAYS WERE OBSERVED BY BAKER AND ASSOCIATES INC. WHILE PERFORMING THE FIELD SURVEY.
14. NO EVIDENCE OF SOILD WASTE DUMPING OR A SUMP OR SANITARY LANDFILL WAS OBSERVED BY BAKER AND ASSOCIATES INC. WHILE PERFORMING THE FIELD SURVEY.
15. ALL BUILDING OUTLINES DEPICTED ON THIS SURVEY ARE BASED ON SURVEYED INFORMATION. DIMENSIONS DEPICTING DISTANCES FROM THE PROPERTY LINES TO BUILDING CORNERS ARE MEASURED FROM THE FOUNDATION OF EACH BUILDING.
16. THE TOWER ANCHOR IN THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY IS ENCROACHING INTO THE CITY OF SCOTTSBLUFF ALLEY RIGHT OF WAY. NO EASEMENTS OR AGREEMENTS WERE FOUND IN THE TITLE SEARCH OR BY A SEARCH BY BAKER AND ASSOCIATES INC. OF THE SCOTTS BLUFF COUNTY RECORDS. THE CITY OF SCOTTSBLUFF RECORDS.

PROPERTY SITE MAP
TOWNSHIP 22 NORTH, RANGE 55 WEST, OF THE 6TH P.M.
CITY OF SCOTTSBLUFF NEBRASKA.



SURVEY NOTES (CONTINUED)

17. UTILITY LINES, UTILITY STRUCTURES AND UTILITY VAULTS DEPICTED HEREON, WITHIN THE ALLEY AND STREET RIGHT OF WAYS ARE NOT TO BE REFLECTED AS ENCROACHMENTS BY THE CURRENT PROPERTY OWNER. POWER, COMMUNICATION, SEWER, AND GAS LINE INFASUTRUTURE WITHIN THE CITY OF SCOTTSBLUFF RIGHT OF WAYS WOULD HAVE EASEMENTS AND AGREEMENTS NOT APART OF THE SUBJECT PARCEL.

LIST OF SCHEDULE B-2 OF EXCEPTIONS FROM TITLE COMMITMENT
REFERENCED IN NOTE 1. (EXCEPTIONS 1-6 ARE STANDARD EXCEPTIONS)

GENERAL EXCEPTIONS NOT SHOWN HEREON:

- 1 DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
- 2 RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
- 3 EASEMENTS OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS.
- 4 ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
- 5 ANY LIEN OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- 6 TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.

LIST OF SCHEDULE B-2 OF EXCEPTIONS FROM TITLE COMMITMENT
REFERENCED IN NOTE 1. (SPECIAL EXCEPTIONS)

- TAXES FOR 2014 AND SUBSEQUENT YEARS
(NOTHING TO SHOW ON THIS SURVEY)

SURVEYOR'S CERTIFICATE

I, CARL JOHN GILBERT, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY TO DUHAMEL BROADCASTING ENTERPRISES, RUSHMORE MEDIA, INC., A SOUTH DAKOTA CORPORATION AND TO THALKEN TITLE INSURANCE COMPANY THAT THIS ALTA TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE IN JANUARY 2014, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:100,000 AND THAT SAID ALTA HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF NEBRASKA DEALING WITH MONUMENTS AND SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS AND THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a),7(a), 8, 11(a),13, 14, 16,17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 27, 2014, AND A SITE UPDATE SURVEY WAS PERFORMED ON APRIL 16, 2014 TO VERIFY THE JANUARY SURVEY NO CHANGES HAVE BEEN MADE TO THE SITE SINCE JANUARY 2014 SURVEY.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2014.

CARL JOHN GILBERT
NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 731
FOR AND ON BEHALF OF BAKER AND ASSOCIATES INC.
PHONE : 308-632-3123

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Reports6

Council to consider approval of the contract for Economic Development Consultant Thomas P. Miller and Associates, and authorize the Mayor to execute the contract.

Staff Contact: Rick Kuckkahn, City Manager



Thomas P. Miller and Associates

Thomas P. Miller & Associates, LLC Professional Services Agreement

This Agreement, entered into by and between The City of Scottsbluff ("Client") located at 2525 Circle Drive, Scottsbluff, NE 69361, and Thomas P. Miller and Associates, LLC ("Contractor"), located at 1630 N. Meridian St., Suite 430, Indianapolis, Indiana 46202.

WITNESSETH THAT:

WHEREAS, Client has the need and desire to obtain the services of a contractor; and

WHEREAS, Contractor desires to perform said services detailed in the attached 'Scope of Work' for Client and is able to do so in a professional manner; and

WHEREAS, Client has selected Contractor to perform these services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be April 4, 2014 to September 30, 2014.
2. SERVICES TO BE RENDERED: Scope of Work as outlined in Attachment A: General Scope of Services.
3. COMPENSATION. Client shall pay Contractor \$124,750.00 inclusive of expenses during the term of this Agreement for the satisfactory completion of the services to be rendered.
4. PAYMENT TERMS. Invoices will be submitted to Client monthly:

April 30, 2014:	\$41,583.33
May 31, 2014:	\$16,633.33
June 30, 2014:	\$16,633.33
July 31, 2014:	\$16,633.33
August 31, 2014	\$16,633.33
September 30, 2014	\$16,633.35
5. CLIENT'S OBLIGATIONS. Client shall provide Contractor, at no charge, all existing information, data, and documents, available and necessary for the carrying out of services under this agreement. Client shall cooperate with Contractor in every way possible in carrying out the scope of this agreement.

Agreement: The City of Scottsbluff and
Thomas P. Miller and Associates, LLC

Page 1

6. **TERMINATION.** In the event that the services of Contractor are unsatisfactory or that support rendered by Client is inadequate, either party shall have seven (7) business days after delivery of written notice of such unsatisfactory or inadequate services to rectify or correct the problem. If either party fails to correct the problem, either may terminate this Agreement with 30 days notice in writing, delivered to the business address of the other party. Contractor shall be compensated for services provided to the date such termination becomes effective.

7. **INDEMNIFICATION.** Both parties shall indemnify and hold harmless each other, their respective officers, employees, and agents from any and all loss, liability, claims, judgments, and liens, including costs and expenses, arising out of any negligent act or omission of Client or Contractor or any of their officers, agents, employees, or subcontractors in the performance of this Agreement.

8. **CONFIDENTIALITY** Contractor's work product generated during the performance of this Agreement is confidential to Contractor. Failure to comply with this section shall constitute a material breach of this Agreement.

9. **NOTICE.** Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to the addresses outlined in the first paragraph of this Agreement.

10. **APPLICABLE LAWS.** This Agreement shall be governed by the laws of State of Nebraska, as the same shall be in force and effect upon the date this Agreement is executed.

11. **NON-DISCRIMINATION.** Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to firing, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, religion, color, sex, age, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall constitute a material breach of this Agreement.

12. **NECESSARY DOCUMENTATION.** Contractor certifies that it will furnish Client, if requested, any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of units of local, state, and federal government. Contractor further certifies that it is now in and will maintain its good standing with governmental agencies and will maintain its license, permit, registration, authorization, or certification in force during the term of this Agreement. Failure of Contractor to comply with this paragraph constitutes a material breach of this Agreement.

13. **WAIVER.** Client's delay or inaction in pursuing its remedies as set forth in this Agreement, or available by law, shall not operate as a waiver of any of Client's rights or remedies contained herein or available by law.

14. PERSONAL LIABILITY. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, director, agency, or employee of Client or any public body, which may be a party to this Agreement.

15. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement, which can operate independently of such stricken provision, shall continue in full force and effect.

16. CONFLICT OF INTEREST. Contractor certifies and warrants to Client that neither it nor any of its agents, representatives, or employees who will participate in performance of any services required by this Agreement have or will have any conflict of interest, directly or indirectly with Client.

17. AMENDMENTS. This Agreement may be amended, modified, renewed, or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

18. INTEGRATION. This Agreement represents the entire understanding between Client and the Contractor and supercedes all prior negotiations, representations, and/or contracts, either written or oral.

19. TAXES. Contractor agrees that it is an independent contractor as that term is commonly used and is not an employee of Client. As such, the Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to the Contractor. The Contractor acknowledges that it is not insured by Client in any manner for any loss of any kind whatsoever. The Contractor is covered by public and general liability insurance in the amount of \$1,000,000. The Contractor has no authority, express or implied, to bind or obligate Client in any way.

IN WITNESS WHEREOF, Client and Contractor, by their respective officers hereunto duly authorized, have executed this Agreement on the dates shown below.

Thomas P. Miller & Associates, LLC

Name of Organization

By: Tom Miller
Thomas P. Miller
President & CEO

By: _____

Date: April 4, 2014

Date: _____

ATTACHMENT A GENERAL SCOPE OF SERVICES

Agreement: The City of Scottsbluff and
Thomas P. Miller and Associates, LLC

Page 4

ATTACHMENT A

GENERAL SCOPE OF SERVICES

Scope of Work

Task I: Project Launch and Preliminary Research

A: On-site Framing Session

The Project Team will hold an on-site framing session with reviewing staff and representatives from Twin City Development, LB840 Committee, and other economic development interests as determined by project leadership to refine and finalize the following scope of work to ensure that it meets the needs of the City of Scottsbluff. We will present a timeline and work plan for the project, and will propose a plan for communication to foster close collaboration throughout the lifetime of the project.

The main goal of this meeting will be to set the stage for the project, and to begin gathering initial information about the City's current economic development initiatives and priorities. The Project Team will facilitate a discussion to understand and establish a project vision and obtain all relevant existing documents, plans, and data. At this time, we will also identify an initial list of stakeholders to potentially be interviewed to provide insight into the planning process, including key businesses and local leaders.

Timeline: April 2014 (*Travel to Scottsbluff*)

B: Review of Relevant Documents and Plans

The Project Team will conduct a review of relevant reports related to economic development efforts affecting the City and the region. These documents will be reviewed to provide the team with an understanding of issues, trends, and efforts recently completed or underway that pertain to future economic growth in the City and region. Examples of documents to be reviewed include the City's previous comprehensive economic development plan, and the target industry study that has been completed. This will also provide us with insight into the goals and objectives for current economic development programs and activities along with previously identified strengths, weaknesses, opportunities, and threats. Completion of this task will help to ensure that the resulting recommendations from this project are consistent and in alignment with other efforts and those of partners and stakeholders. For this task we will work with City representatives to identify a listing of and access to relevant reports and documents.

Timeline: April-May 2014

DELIVERABLE: Economic Development Agency and Process Review Memo

We will provide a memo highlighting a review of economic development-related agency relationships and recommendations to improve delivery of services to enhance or improve the community's efforts. The review will also highlight processes and relationships which appear to be working as they currently exist.

Task II: Information Gathering and Community Assessment (Target Match Analysis)

The first step in refining your target industries is to better determine their viability in the Scottsbluff Area. No community is perfectly matched to any target, yet some targets are going to work better based on the community's assets. Just like we would for an actual prospect, we will travel to your area in order to carry out careful site selection due diligence. The goal here is to determine how Scottsbluff matches the needs of each target.

The Project Team will assess economic development characteristics in the Scottsbluff Area necessary to compete for new jobs, capital investment, and new tax base with the targets in mind. We will use past reports, our internal data, and select fieldwork interviews to complete this assessment and analysis. We will also hold a public forum to incorporate feedback from community members and stakeholders.

Timeline: May 2014 (*Travel to Scottsbluff*)

A: Fieldwork Interviews

With your assistance in setting appointments, we will interview corporate, education, economic development, and government officials. We will conduct this fieldwork much like we would do for an actual corporate site seeker.

We will seek information on workforce cost/availability, labor/management relations, entrepreneurship, training needs, transportation and utility issues, commercial/industrial sites/buildings, land use issues, historic resources, and other business costs and conditions. We will focus select corporate interviews on target-type companies, as possible.

Timeline: May 2014

B: Public Forums

The Project Team will facilitate two (2) community forums. To provide flexibility for participation from City residents, we will hold one forum from 9AM-11AM and one from 5-7PM. In our experience, we find that this allows economic development stakeholders/service providers to attend during morning work hours and citizens to attend after work hours. We can be flexible in terms of times and will work with the client to develop a schedule that best matches with community needs.

We will facilitate an interactive discussion to understand economic development priorities and identify collaborative actions that can be taken to promote economic growth in Scottsbluff.

Timeline: May 2014

C: Benchmarking and Competitive Assessment

We will identify four (4) competitor and/or "source"¹ cities and benchmark Scottsbluff against these cities in select factors.

¹ Cities where there are a large number of target-type decision-makers.

After analyzing all information, we will rate each key component as a strength, or a weakness (or a neutral), based on the Scottsbluff Area's situation. These ratings and related analysis will be presented in report and *matrix* formats. The analysis will focus on the following categories:

Wages

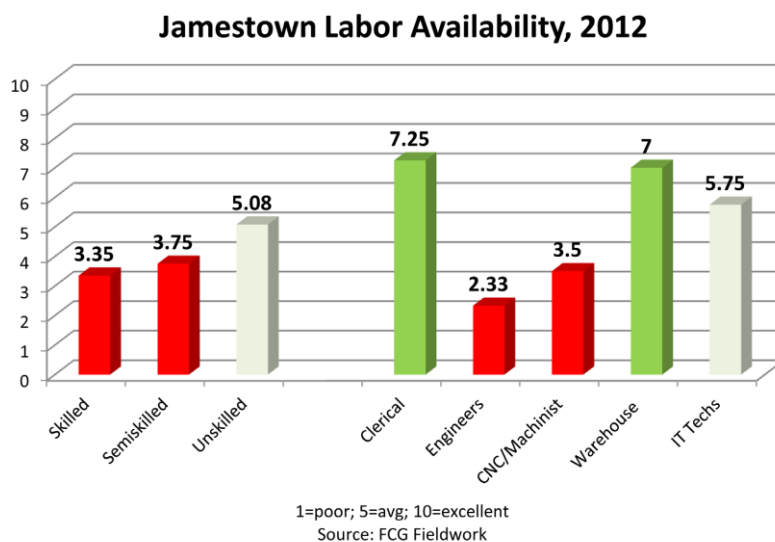
Wages are the most important component of any new project, comprising up to 80% of the annual operating costs. We will conduct a unique wage analysis from a site selector's perspective, focusing on the most important and most sought-after target industry positions. We will derive local information from the local fieldwork and from our national wage database². We will include the following items:

- Current local wages
- Wages versus the competitor and/or source cities (4).

Finally, we will develop a list of key points, conclusions and recommendations associated with wage rates in the area.

Workforce Availability & Quality

The availability of good quality workers within your labor shed region is essential to a project's success. We will carry out a labor availability and quality characteristics assessment, much the way we do for corporate clients seeking new locations. FCG has developed a unique index designed to compare availability and quality issues on an "apples-to-apples" basis across the country (see sample below).



The *FCG Index* measures key characteristics on a 1 ("very poor") to 10 ("excellent") scale (5 is "average"). We will measure the following characteristics industry-wide and by key industry segments:

² Economic Research Institute (ERI), 2014.

- Skills availability
- Turnover & absenteeism
- Attitudes – on-the-job
- Trainability – employees response to training
- Basic skills – math, English, grammar, etc. of new hires
- Communications – Employer/employee and employer/employee on-the-job
- Alcohol/drugs – Perceived situation
- Productivity – Employer’s measure.

We will include a *FCG Index* on labor availability and characteristics. Finally, we will develop a list of key points, conclusions and recommendations associated with availability/quality in the area.

Sites & Buildings

Locations cannot happen unless quality sites/buildings are available at fair prices. One of the hottest trends in site selection today is the identification of “certified or shovel ready” sites and buildings. Certified or shovel ready means that the site/building has passed a rigorous professional site selector inspection and analysis and is deemed “ready to go.” Certified sites/buildings are the best available or the “cream of the crop” and often are the first products requested/shown in a site selection. Criteria may include:

- Acreage (minimum levels)
- All utilities at the site or a formal plan to extend to the site
- Asking price from a willing seller
- Certification by a professional site selection firm
- Minimized risk factors for development
- No environmental liabilities
- Outside known flood-prone areas
- Permitting process, timeline, and fees
- Property boundary survey and topographic maps completed
- Report of comprehensive site information from a site selector’s viewpoint
- Truck quality road access
- Zoning in place or an expedited rezoning plan.

The Project Team will tour and assess major existing commercial/industrial development sites and existing buildings in the Scottsbluff Area and carry out a certified site/building “type” analysis from a site selector’s viewpoint. Although this will not be an official certification, we will provide a strengths and weaknesses review of your sites/buildings and provide a checklist of what needs to be done in the future to get these properties professionally certified.

We will also provide an analysis as to whether you have enough site/building products for the future and how much may be needed. This analysis will be tied to the site/building needs of your targets and may focus on the need for “spec” buildings. We will recommend steps for improving your inventory situation based on our site selection expertise.

We will compare prices versus the competitor and/or source cities. Finally, we will develop a list of key points, conclusions and recommendations.

Training & Education

Existing students are the area's future labor force. FCG is an expert in assessing training and education capabilities from a site selection/relocation perspective. During our fieldwork we will interview the following types of providers:

- Colleges (e.g. Western Nebraska Community College, UNMC College of Nursing)
- Public training/placement (e.g. Greater Nebraska Workforce Investment Board, Scottsbluff Career Center)
- Private employment agencies
- Secondary education (K-12) with emphasis on technical/computer capabilities (e.g. Scottsbluff Public Schools)

We will focus on collecting important information such as:

- Work placement data
- Training/retraining opportunities – particularly with the targets in mind
- Cooperation between providers and with the business community.

Finally, we will develop a list of key points, conclusions and recommendations associated with education/training in the area. These results will also be incorporated into the quality of life assessment below.

Area Business Climate & Infrastructure

Through information derived during the corporate interviews, we will assess the local business climate. We will ask employers to rate such items as municipal services, permitting, and select infrastructure such as transportation infrastructure, sewer, water, telecommunications, and electric power. We will also incorporate the results of our sites/building analysis in our evaluation.

We will compare electric power prices versus the competitor and/or source cities. Finally, we will develop a list of key points, conclusions and recommendations regarding utility infrastructure needs and costs.

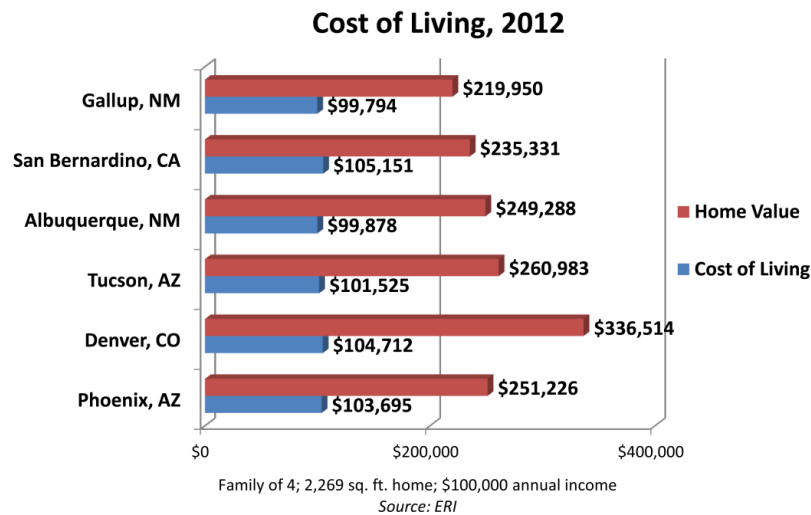
Incentives

Incentives are the "icing on the cake" for every deal and could make the difference whether you win or lose a project when everything else is equal. We will assess incentives in the Scottsbluff Area and compare your incentives versus the competitor and/or source cities. Finally, we will develop a list of key points, conclusions and recommendations.

Housing /Cost of Living/Quality of Life

From our relocation database, we will compare housing and cost of living data in the Scottsbluff Area versus the competitor and/or source cities (see sample below). We will tour select neighborhoods, interview real estate professionals regarding the housing inventory situation and

relocation issues and generally assess the quality of life. As before, we will develop a list of key points, conclusions and recommendations for improving the housing and quality of life situations.



Timeline: May-July 2014

DELIVERABLE: Existing Conditions Analysis & Asset Map

A detailed list of the assets present in the region, how they can be accessed and what enterprises can make the best use of these assets, including city/regional services (infrastructure, sewer, water, parks, recreation related) geographic location, wage rates, workforce quality, education, the airport, infrastructure, fiber, rail access, quality of life, agriculture and others. The analysis will also include a review of previous studies and analyses.

Task III: Target Industry Analysis

The goal of the Target Industry Analysis is to determine which existing targets work best for the Scottsbluff area, based on the analysis conducted in Phase II.

A. Identification of Best Targets

The Project Team will first identify the key site selection criteria for each of your existing targets (see sample below). After analyzing the results of the just completed Community Assessment, we will rate the Scottsbluff Area against the site selection criteria of each of the targets. These ratings will be presented in a matrix format. Based on these ratings, we will identify the best targets for the area.

SAMPLE: Key Site Selection Needs (by priority) for a Farm Implement Parts Supplier:

1. Access to main plant/transportation costs/Just In Time (JIT) service
2. Available labor • Key positions: Engine/Machine Assembler; and Machine Operator, Machinist, Welder and Maintenance Mechanic • 43% skilled
3. Labor costs
4. Interstate highway access
5. Electric power (reliability & costs)
6. Improved sites and/or existing buildings (minimum of 20,000 square feet)
7. Rail service
8. Incentives • Equipment tax exemptions (large capital investment) • Infrastructure • Training
9. Good access to suppliers
10. Good labor/management relations.

Timeline: June 2014

B. Draft of Target Industry and Community Assessment Findings

Upon identifying the best targets for Scottsbluff, the Project Team will present them along with a summary of all findings from Phase II into a written report for review by City staff.

Timeline: July-August 2014 ***(Travel to Scottsbluff; in conjunction with Task IV: A - Strategic Planning Session)***

DELIVERABLE: Site Review & Target Industry Findings and Recommendations

Based on identified assets we will create a list of enterprises best suited to and most likely to locate in the region. The recommendations will include specific subsectors and example business within each sector recommended. The recommendations will also include a list of enterprises already located in the region and strategies to grow or expand the services they provide (diversification) as well as ways to attract and recruit new businesses. This report will also identify “ideal” physical locations in the region best suited for the target industries identified. This may include in-fill opportunities, redevelopment sites as well as identification of new green field sites. We will identify best practices for “ownership” or control of the candidate parcels. This may include options to buy, purchase or land or a combination of public/private partnership. Recommendations will also address possible changes to the community’s comprehensive plan, including land use and zoning.

Task IV: Economic Development Action and Implementation Plan

After the information gathering and analysis phases are complete, the Project Team will work with City staff to create a proactive economic development plan designed to attract new jobs and investment using this research.

A: Strategic Planning Session

The Project Team will facilitate a strategic planning session designed to help your Committee/Board understand all completed research, to set economic development priorities, and to begin mapping marketing direction.

We will begin the session by providing an overview of our findings from the first three phases of the project. We will use these to facilitate a discussion about appropriate goals and strategies for the City of Scottsbluff. This discussion will lead to the creation of goals and strategic actions to be incorporated in the final Action and Implementation Plan.

Timeline: July-August 2014 *(Travel to Scottsbluff; in conjunction with Task III: B - Target Industry and Community Assessment Findings)*

B: Draft Economic Development Action and Implementation Plan

Based on the discussion that takes place at the Strategic Planning Session, we will prepare an Economic Development Action and Implementation Plan. The Plan will be a multi-year blueprint for economic development activities. The plan will include an implementation strategy with goals, objectives, and priorities.

The objectives will be translated into an Action Matrix and include implementation steps for achieving each objective, along with a timeline for completion and budget elements. Information will be included on such items as:

- Business retention – how to make more effective corporate HQ visits
- How to identify high value-added prospects
- Successful target industry prospecting – direct e-mail, telemarketing, and prospect follow-up
- Trade Shows – which to attend to meet target prospects
- How to best package labor/skills data for presentation to prospects
- Better use of incentives
- How to enhance your Web site to generate more success.

The Project Team will submit a draft of this plan for review by City staff. Upon review, we will gather staff feedback and make revisions or additions as necessary.

Timeline: By August 31, 2014

DELIVERABLE: Economic Development Plan

The final plan will summarize the finding and recommendations from prior tasks and include an implementation matrix to identify action steps, responsible parties and recommended timelines and priorities. This plan document will also address marketing strategies to assist with growing existing business and prospecting for the target industries identified. The overall theme of the final plan is anticipated to focus on moving the region to the “next level” for higher paying jobs.

C: Final Presentation

If desired, the Project Team will be available to make an on-site presentation of the final plan to City staff, and other stakeholders as deemed fit.

Timeline: September 2014 (*Travel to Scottsbluff*)

Project Timeline

We envision this project will take place over the course of six months. Below is a timeline divided by phase of the project, depicting an April 7, 2014 start date.

Phase	Apr	May	Jun	Jul	Aug	Sept
I. Project Launch and Preliminary Research	*					
II. Information Gathering and Community Assessment		*				
III. Target Industry Strengths and Weaknesses Analysis				*	*	
IV. Economic Development Action and Implementation Plan				*	*	*

* Denotes months in which the project team will conduct an on-site visit in Scottsbluff.

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Resolut.1

Council to consider an Ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas.

Staff Contact: Annie Folck, City Planner

Agenda Statement

Item No.

For meeting of: May 5, 2014

AGENDA TITLE: Council to consider an ordinance and permitting process to allow businesses to utilize a portion of the City's right-of-way for outdoor seating, dining, and display areas

SUBMITTED BY DEPARTMENT/ORGANIZATION: Planning and Zoning

PRESENTATION BY:

SUMMARY EXPLANATION: Downtown business owners have approached the City to inquire if it would be possible for them to place seating or dining areas outside of their businesses on the sidewalk. Currently, this is prohibited by code. Annie Folck has been working with the Business Improvement District Board and Legal to make some code changes. This would put into place a permitting system for anyone who wants to utilize the public right-of-way in such a manner. Business owners would have to apply for a permit annually and follow the attached rules and regulations. The permit fee is \$50. All obstructions must be removable under these requirements. If a business owner wishes to install anything permanent, in addition to the Right-of-way- permit, they must sign a license agreement with the City and meet all applicable requirements.

BOARD/COMMISSION RECOMMENDATION: BID board unanimously recommended that Council adopt this code change and the related rules and requirements.

STAFF RECOMMENDATION: Recommend approval of the ordinance and the rules and regulations

EXHIBITS

Resolution ☐ Ordinance ☒ Contract ☐ Minutes ☒ Plan/Map ☐

Other (specify) ☐ _____

NOTIFICATION LIST: Yes ☐ No ☒ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

BUSINESS IMPROVEMENT BOARD

Regular Meeting

May 1, 2014

The Scottsbluff Business Improvement Board met in a regular meeting on Thursday, May 1, 2014, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published on April 25, 2014 in the Star-Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour, and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Business Improvement Board meeting should contact the Development Services Department, and that an agenda of the meeting kept continually current was available for public inspection at the Development Services Department office; provided, the Business Improvement Board could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also has been delivered to each Business Improvement Board member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

Item 1: Chairperson Neal Blomenkamp presided over the proceedings. The following Business Improvement Board members were present: Roger Franklin, Rick Wayman, Beckie Rodgers, Donna Hessler, and Neal Blomenkamp. Members absent (excused): Ron Schluter, and Angela Kembel. Members absent (unexcused): None. City officials present Annie Urdiales, Planning Administrator, and Annie Folck, City Planner.

Item 2: Chairperson Blomenkamp informed interested parties, a copy of the Nebraska Open Meetings Act is posted on a bulletin board on the west wall of the conference room.

Item 3: Notice of changes in the agenda: Appoint Roger Franklin as Vice Chairman.

Item 4: Citizens with items not scheduled on regular agenda: None.

Item 5: Approve Minutes of March 26, 2014, Moved by Franklin, and seconded by Rodgers, "That the Board approve the minutes of March 26, 2014. "YEAS: Rodgers, Franklin, Wayman, and Blomenkamp "NAYS": None. ABSTAIN: Hessler. ABSENT: Schluter, & Kembel. Motion Carried.

Item 6A: Review work logs for third & last quarter of 2013 and first quarter of 2014. Moved by Rodgers & seconded by Franklin to approve the Quarterly work logs. "YEAS: Rodgers, Franklin, Wayman, and Blomenkamp "NAYS": None. ABSTAIN: Hessler. ABSENT: Schluter, & Kembel. Motion Carried.

Item 6B: Proposed Ordinance text change for Right of Way Obstructions. Annie Folck went over the changes to the Ordinance allowing for obstructions in the Right of Way. The City Attorneys recommended that we leave sign flippers off and we can come back and address it if it becomes an issue. Changes were made to Rules and Regulations 4. Sidewalk Cafes #2 language was changes to allow for fixtures in the right of way to be removable and will not have to be removed every night. Also under item (G) licenses can be issued for more permanent fixtures. The cost for this permit fee & license is \$50.00. Area will be checked to make sure anything in the right of way is not impeding walkable traffic. These were the only changes.

Conclusion: A motion was made by Wayman and seconded by Rodgers to approve the changes to the ordinance of General Provisions of Right of Way Obstructions and make positive recommendation to City Council. "YEAS: Rodgers, Franklin, Wayman, Hessler, and Blomenkamp "NAYS": None. ABSTAIN: None. ABSENT: Schluter, & Kembel. Motion Carried.

Unfinished Business: Annie Folck, City Planner, gave an update on progress of the Downtown Revitalization Program. The Board asked about the 18th Street closing. They are aware of some of the comments made against this and would like to recommend that the City continues discussion on this topic as they feel this will be a good location for a town square.

Conclusion: A motion was made that The Business Improvement District Board supports and asks City Council to continue to research and discuss the closure of 18th Street to allow for downtown functions and gatherings. "YEAS: Rodgers, Franklin, Wayman, and Blomenkamp
"NAYS": None. ABSTAIN: Hessler. ABSENT: Schluter, & Kembel. Motion Carried Unanimously.

Unfinished Business: None.

Having no further business the Board of Adjustment with a motion by Franklin and second by Wayman adjourned at 8:45 a.m.

BUSINESS IMPROVEMENT BOARD

Regular Meeting

March 26, 2014

The Scottsbluff Business Improvement Board met in a regular meeting on Wednesday, March 26, 2014, at 8:00 a.m. at City Hall, 2525 Circle Drive, Scottsbluff, Nebraska. A notice of the meeting had been published on March 21, 2014 in the Star-Herald, a newspaper published and of general circulation in the City. The notice stated the date, hour, and place of the meeting, that the meeting would be open to the public, that anyone with a disability desiring reasonable accommodation to attend the Business Improvement Board meeting should contact the Development Services Department, and that an agenda of the meeting kept continually current was available for public inspection at the Development Services Department office; provided, the Business Improvement Board could modify the agenda at the meeting if it determined that an emergency so required. A similar notice, together with a copy of the agenda, also has been delivered to each Business Improvement Board member. An agenda kept continuously current was available for public inspection at the office of the Development Services Department at all times from publication to the time of the meeting.

Item 1: Chairperson Neal Blomenkamp presided over the proceedings. The following Business Improvement Board members were present: Roger Franklin, Rick Wayman, Beckie Rodgers, and Neal Blomenkamp. Members absent (excused): Donna Hessler, Ron Schluter, and Angela Kembel. Members absent (unexcused): None. City officials present Annie Urdiales, Planning Administrator, and Annie Folck, City Planner.

Item 2: Chairperson Blomenkamp informed interested parties, a copy of the Nebraska Open Meetings Act is posted on a bulletin board on the west wall of the conference room.

Item 3: Notice of changes in the agenda: None

Item 4: Citizens with items not scheduled on regular agenda: None.

Item 5: Moved by Franklin, and seconded by Rodgers, "That the Board approve the minutes of February 5, 2014. "YEAS: Rodgers, Franklin, Wayman, and Blomenkamp "NAYS": None. ABSTAIN: None. ABSENT: Schluter, Hessler, & Kembel. Motion Carried.

Item 6A: Proposed Ordinance text change for Right of Way Obstructions.

NOTE: Ron Schluter arrived to the meeting at 8:15 a.m.

Annie Folck, City Planner, addressed the Business Improvement District Board regarding proposed text changes to the City's requirements regarding obstructions in City right of way areas. Codes included:

20-601. Use of Right of Way; permission required: Obstructing; prohibited; nuisance.

20-6-15. Other objects, materials.

22-6-1. Diagonal parking: where; marking.

6-6-35. Use of right of way of sidewalks for carnivals, bazaars, or the sale of merchandise.

22-2-66. Four-lane streets; designated; marking.

22-2-58. Near schools; limit.

The ordinance will also add Rules and Regulations for Applications and Permits for the use of the Right of Way within the City.

The BID board asked about Sign Flipping and if we had language in our code for this type of advertising. Currently we do not have anything in our sign code addressing sign flipping in the

right of way. Annie F. will check with staff and legal regarding the possibility of adding language with requirements.

The Board also discussed the language regarding sidewalk cafes and asked to change the language to allow them to leave their tables, bollards, etc. out overnight; language could be changed from must be removed at the close of each operating business day to must be removable. Discussion was had regarding permanent fixtures such as railings, table, & chairs, different requirements are needed if a café is serving alcohol or not. With the different requirements needed for the permanent fixtures they would have to be approved through the Development Services permitting process. We could put together a process to allow for more permanent fixtures to be installed, with license agreements and other necessary requirements. The Board is also worried that there may not be enough room left in Right of Way with proposed landscaping in the existing right of way area. The Board wants to make sure the ordinance works with the proposed changes of the Downtown Redevelopment Phase II. We informed the BID Board that the Consultants for the Downtown plan will be presenting at the Council meeting on Monday, March 31st and they can attend the meeting if interested in proposed changes. Fees for the permits allowing for the obstruction of the sidewalk area will be yearly.

Other Discussion: The Board also asked if signs could possibly be posted to prevent jaywalking on Broadway, or if speed control bumps would be part of the downtown plan. Other worries snow removal, where do business owners place their snow, & empty businesses never get scooped.

Unfinished Business: None.

Having no further business the Board of Adjustment with a motion by Franklin and second by Wayman adjourned at 9:10 a.m.

AN ORDINANCE OF THE CITY OF SCOTTSBLUFF AMENDING THE MUNICIPAL CODE AT CHAPTER 20, ARTICLE 6, RELATING TO THE USE OF RIGHT-OF-WAY OF THE CITY AND REQUIRING PERMITS FOR USE OF CITY RIGHT-OF-WAY AND FEES, AMENDING CHAPTER 22, ARTICLE 6, RELATING TO PARKING AND TRAFFIC, REPEALING PRIOR PROVISIONS OF THE MUNICIPAL CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. Section 20-6-1 of the Scottsbluff Municipal Code is amended to provide as follows:

“20-6-1. Use of Right-of-Way; permission required; Obstructing; prohibited; nuisance.

It shall be unlawful for any person, firm or corporation to use city right-of-way, or to place in or upon any right-of-way, street, alley, sidewalk or municipal parking lot of the city any substance or thing obstructing or encroaching upon such right-of-way, street, alley or sidewalk, or to obstruct the same in any manner whatsoever, without first obtaining permission to do so. An application for such permit, along with any fee required under this Code, shall be delivered to the Planning and Development Department. A Planning and Development Official will review the application as well as the rules and regulations governing the use of any right-of-way, street, alley, sidewalk or municipal parking lot and, if it appears to the Planning and Development Official that the proposed use complies with all rules and regulations, and that the public safety, convenience and welfare will not be adversely affected, the Planning and Development Official will issue a permit to the applicant. The permit shall be valid for one calendar year, beginning on January 1st of each year and expiring on December 31st of each year. Any permit issued by the Planning and Development Official shall be subject to the condition that the permit may be revoked at any time the Official finds that public safety, convenience and welfare would be enhanced by the revocation of such permit. If the Planning and development Official grants the application, the applicant shall be given a written permit signed by the Planning and Development Official. Such permit shall state in writing that it may be revoked at any time the Planning and Development Official finds that public safety, convenience and welfare will be enhanced by the revocation of the permit. If the Official has imposed conditions on the granting of the permit, such conditions shall be specified in the permit. Any use of the city right-of-way or any obstruction or encroachment upon any street, alley, sidewalk or municipal parking lot in the City without having obtained a permit as provided in this section or as otherwise provided in this Chapter shall be deemed a nuisance.”

Section 2. Section 20-6-15 of the Scottsbluff Municipal Code is amended to provide as follows:

“20-6-15. Other objects, materials.

No person, firm or corporation shall place or maintain or, having placed or maintained, shall suffer to remain, on the right-of-way of any public street, or in any alley, any vehicle, machinery, equipment or structure, or any part thereof, or any material, except pursuant to a permit issued by a Planning and Development Official. Provided, this section shall not apply:

- (1) to properly licensed motor vehicles operated or temporarily parked on the traveled part of the street adjacent to the curb or, if there be no curb, adjacent to the side of the street, or operated or temporarily parked in an alley, or to trailers while attached to such a motor vehicle, or
- (2) to improvements permitted under Article 4 of this Chapter.”

Section 3. Section 22-6-1 of the Scottsbluff Municipal Code is amended to provide as follows:

“22-6-1. Diagonal parking; where; marking.

The parking areas on the following parts of streets shall be marked as diagonal parking at an angle of thirty (30°) degrees with the curb so that the right front wheel of the vehicle parked therein shall be next to the curb:

- (1) On Broadway Avenue between 15th Street and 20th Street.
 - (2) On the east side of Fourth Avenue between 19th Street and 20th Street.
- Such parking places shall be marked with white lines.”

Section 4. Section 25-6-25 of the Scottsbluff Municipal Code is amended to provide as follows:
“25-6-25. Placards; signs; bills; posting; printing; painting; prohibited.

It is hereby declared unlawful for any person, firm or corporation to post, print, paint, or in any other manner place upon any sidewalk, crossing or crosswalk or other way or passage for the use of pedestrians or upon any pavement in any street or alley in the City any placard, sign, advertisement, display bill, letter or kindred matter of any kind or description, unless permitted by a Planning and Development Official pursuant to section 20-6-1 of this Code.”

Section 5. Section 6-6-35 of the Scottsbluff Municipal Code is amended to provide as follows:
“6-6-35. Use of right-of-way of sidewalks, streets for carnivals, bazaars, or the sale of merchandise.

When applying for a permit to use the right-of-way for sidewalks or streets for the sale of merchandise, or for any activity allowed by this code, including those activities described in section 20-6-52, the applicant must pay the following fee:

Right-of-way permit to use sidewalks.	50.00
Permit to operate one of the activities described in Section 20-6-52	25.00
Sale of merchandise on public right-of-way	25.00"

Section 6. Section 22-2-66 of the Scottsbluff Municipal Code is amended to provide as follows:
“22-2-66. Four-lane streets; designated; marking.

The following parts of streets are hereby made and declared to be four-lane streets, and shall have two (2) contiguous lanes for traffic moving in each direction:

- (1) Broadway Avenue, except between West Overland Drive and 20th Street,
- (2) Avenue B, between South Beltline Highway and 8th Street, and between 27th Street and 42nd Street,
- (3) South Beltline Highway, between 1st Avenue and Avenue I,
- (4) East Overland Drive,
- (5) 27th Street, between Avenue I and 5th Avenue,
- (6) Avenue I between West Overland and the South Beltline Highway,
- (7) Avenue I between West 27th Street and U.S. Highway 26, and
- (8) 21st Avenue between U.S. Highway No. 26 and East Overland.

A double yellow line shall be painted along approximately the center of each such part of a street, except where there are traffic islands. A white line shall be painted between the contiguous lanes for traffic moving in the same direction.”

Section 7. Section 22-2-58 of the Scottsbluff Municipal Code is amended to provide as follows:
“22-2-58. Near schools; limit.

It shall be unlawful for the driver of any vehicle, when passing premises on which elementary or middle school buildings are located and which are used for school purposes, during school recess or while children are going to and from school during opening or closing hours, to drive the vehicle past the premises at a rate of speed in excess of fifteen (15) miles per hour.”

Section 8. All Ordinances and parts of Ordinances passed and approved prior to passage, approval and publication of this Ordinance in conflict herewith are now repealed.

Section 9. This Ordinance shall become effective upon its passage and approval.

PASSED AND APPROVED this ____ day of May, 2014.

Mayor

ATTEST:

City Clerk (Seal)

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Resolut.2

Council to approve the Rules and Regulations for the use of the Right-of-Way in the City of Scottsbluff.

Staff Contact: Annie Folck, City Planner

**RULES AND REGULATIONS FOR APPLICATIONS
AND PERMITS FOR THE USE OF RIGHT-OF-WAY
IN THE CITY OF SCOTTSBLUFF**

These rules and regulations shall apply to all City owned lands and public rights-of-way, sidewalks, streets, alleys, and parking lots ("lands or right-of-way") located within the City of Scottsbluff ("City").

1. Definitions.

As used in these regulations, the following terms shall mean:

Sandwich board sign. Shall mean any portable sandwich board, hinged sign or other stand-alone sign intended for use upon any public sidewalks, alleys, streets or lands other right-of-way in the City.

Sidewalk. Shall mean any public sidewalk, right-of-way or land located within or directly abutting a City street, but shall not include any portion of a street, alley or public parking lot used for vehicular traffic and/or parking.

Store front. Shall mean a single tract of commercial property fronting upon a sidewalk. In the case of a corner property which contains more than one business establishment, one private usage will be allowed for each business.

2. Sidewalk displays.

(A) The following types of sidewalk displays shall be allowed:

1. Park benches usable by the public of a historic style or such style as is compatible with the identity and theme of the area in which it is located.
2. Decorative plants and planters. Decorative plants and planters may not be used for advertising.

(B) Sidewalk displays shall comply with the following conditions:

1. The area of private display usage must be on the sidewalk, immediately adjacent to the store front and shall not block or impede access to or from doors, emergency exits or fire escapes.
2. Displays must allow a clear sidewalk with not less than five (5) feet for pedestrians between the sidewalk display and any other impediment near the curb side of the sidewalk.

3. Displays, whether in one or more parts, shall be limited to a total length of not greater than ten (10) feet and a total square footage of not greater than thirty (30) square feet, for any single store front.
4. No part of any display may exceed a total height of forty-eight (48) inches.

(C) No sidewalk display may be placed on any sidewalk prior to issuance of a permit in conformity with the following:

1. An application for a permit must be filed with the Planning and Development Department ("Department"), using a form provided by the Department.
2. The application must be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of the applicable fees, as are established from time to time by the City in its Municipal Code, the permit shall be issued to the applicant.
4. The permit issued pursuant to these rules and regulations shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

3. Sidewalk Sandwich board sign permit.

(A) The following types of sidewalk Sandwich board signs may be allowed within the City:

1. Sandwich board signs may be used, subject to design review and approval by the Department of the City.
2. No walking Sandwich board signs are allowed.

(B) Sandwich board signs shall comply with the following conditions:

1. Sandwich board signs may be displayed only during the open hours of the business to which the sign advertises.
2. The Sandwich board sign must be located within the three (3) foot width of sidewalk immediately adjacent to the store front of which the sign advertises and must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the Sandwich board sign and any other impediment near the curb side of the sidewalk.
3. Sandwich board signs shall be limited to a maximum height of forty-eight (48) inches and a maximum width of thirty-six (36) inches in order to maintain visibility for pedestrians.
4. Only one Sandwich board sign is allowable per store front.

(C) No Sandwich board sign may be placed on any sidewalk prior to the issuance of a permit in conformity with the following:

1. An application for a permit, including a photo or detailed drawing of the Sandwich board, must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department.
3. Upon approval of the application and payment of applicable fees, as established by the City, the permit shall be issued to the applicant.
4. A permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

4. Sidewalk cafes

(A) The following types of sidewalk cafes may be allowed:

1. All sidewalk cafes shall function in conjunction with and adjacent to an operating restaurant or coffee shop and shall not exceed the width of the restaurant or coffee shop store front.
2. Sidewalk cafes may be bordered with removable bollards with connecting ropes or chains to define the perimeter; however, bollards, ropes, chains, tables, storage units, and any other equipment and furnishings must be removable and stored in a manner that will not impede pedestrians or their movement on the sidewalk, as determined solely by an Official of the Department.
3. All sidewalk cafes shall have and maintain at all times, in full force and effect, all applicable health, food and drink permits and all licences required by law.

(B) Sidewalk cafes shall comply with the following conditions:

1. Sidewalk cafes may occupy only the area of private usage on the sidewalk immediately adjacent to the store front to allow for safe pedestrian travel and as set forth by the City in the application for a permit.
2. The owner and/or operator of a sidewalk café is responsible for maintaining a clean sidewalk café area during business hours and at the close of each operating business day.
3. Sidewalk cafes must allow a clear sidewalk width of not less than five (5) feet for pedestrians between the perimeter of the sidewalk café area and any other impediment near the curb side of the sidewalk.

4. Sidewalk café and furniture must be removable, durable and attractive and maybe stored in the café area outside of operating hours if it is stored so that it does not impede pedestrians and does not appear unkept or become a nuisance.
5. Sidewalk cafes must file and maintain at all times during operation on sidewalks, proof of liability insurance with the Department in an amount of not less than one million (\$1,000,000) per person per occurrence.

(C) No sidewalk café may be operated or located on any sidewalk prior to issuance of a permit in conformity with the following:

1. The application for a permit must be filed with the Department, using a form provided by the Department.
2. The application shall be reviewed and approved by an Official of the Department, in conjunction with the Scottsbluff Fire Department and Scottsbluff Police Department.
3. Upon approval of the application and payment of applicable fees, as are established by the City, the permit shall be issued to the applicant. The fee shall not be subject to proration or refund irrespective of the date of issuance or surrender.
4. The permit issued pursuant to this subsection shall remain in full force and effect until 11:59 p.m. on December 31 following the date of issuance.

5. License Agreement for permanent fixtures.

(A) In the event any person obtains a permit to occupy or obstruct any portion of any street, alley, sidewalk, easement, or other public right-of-way or lands owned by or under the control of the City, if that use will require placement of fixtures permanently attached to the lands or right-of-way, that person must, in addition to securing a right-of-way permit, agree to enter into a license agreement and pay a processing fee in accordance with the City's fee schedule, which fee shall not be refundable. The procedure for application and review of the request for a license agreement shall be as follows:

1. An applicant or their agent shall file an application and processing fee shall be paid to an Official of the Department on forms to be provided by the City.
2. An Official of the Department shall review the information provided on the application and shall distribute copies of said application to such departments and agencies within the City as may have an interest in or be affected by the proposed use set out in the application for review, and/or recommendations.
3. The application for license agreement shall be approved, unless a department or agency of the City finds that the proposed use and permanent fixtures violates any federal, state or local statute, regulation, ordinance, code, rule, regulation, or policy

or impedes, impairs, diminishes the use of the lands or right-of-way of the City, the public or other person which has a lawful right to and/or occupy said lands or right-of-way.

(B) An Official of the Department, upon receipt of comments and/or recommendations from the aforementioned departments and agencies may approve or disapprove, in whole or in part, an application for license agreement to place fixtures permanently on City lands or right-of-way. The Official of the Department may specify such conditions and terms to be included in the requested license agreement as are necessary and prudent to protect the interest of the City, public, or any person which has a lawful right to use and/or occupy the lands or right-of-way. The Official shall inform the applicant or their agent in writing on any decision disapproving in whole or in part the application for license agreement, said decision to be sent to the address shown on the application.

(C) In the event an application submitted under (A) above is disapproved in whole or in part, the applicant, within fifteen (15) days of the date of the decision by the Official of the Department, may request that the application be placed on the agenda at a regular meeting of the City Council for review and final decision. The request for review shall be made in writing and filed with the Department, along with the appeal fee set out in the City's fee schedule.

(D) This shall not apply to personal property which is not affixed or attached to any real estate except movable buildings or structures.

(E) An owner of an underground sprinkling system encroaching into the public right-of-way on any improvement project that is to receive Federal Transportation funds shall obtain a license agreement subject to the requirements pursuant to these rules and regulations. A processing fee is not required for a license agreement for underground sprinkling systems encroaching into lands or public right-of-way so long as it is in connection with Federal Transportation funded projects.

(F) Underground vault spaces under public sidewalks or buildings constructed prior to 1975, within the City, are maintain solely at the sufferance of the City. The City reserves the authority to require structural upgrades or removal if it is in the interest of public safety.

(G) Any occupancy of lands or public right-of-way granted by the City under this section shall be at the pleasure of the City and shall be limited to the uses or occupancy set forth in these rules and regulations.

(H) All license agreements shall provide:

1. That such use or occupancy is at the licensee's sole risk;
2. The licensee shall waive any claim for damages against the City, its officials, employees, agents and contractors for any damage or injury that may result to the licensee's property within the area occupied pursuant to said license agreement;

3. The licensee shall indemnify and hold the City harmless from and against any and all loss or damage, and any and all claims, demands, suits, liabilities and payments and contract or tort, penal or otherwise, resulting from or in connection with the use or occupancy of lands and public right-of-way pursuant to said license agreement;
4. That such use or occupancy is at the pleasure of the City and may be revoked at any time;
5. Such other conditions as the City deems necessary to protect the interests of the City and the general public's use of the public right-of-way.

6. Suspension or termination of permit.

(A) Any Planning and Development Official may suspend or terminate the permit of any permit holder found to be in violation of any provision of the Scottsbluff Municipal Code or these Rules and Regulations with respect to the permit holder's use and/or occupancy of any part of the right-of-ways, sidewalks, streets, alleys or parking lots within the City.

(B) The Planning and Development Official shall deliver a notice of suspension or termination of permit to the permit holder which states the basis for and evidence underlying the termination or suspension.

(C) Any Planning and Development Official may suspend the permit of any permit holder for not less than one (1) day nor more than seven (7) days for violations. Upon termination of a permit, the permit holder may not reapply for a new permit until after December 31 following the date of issuance of the revoked permit.

(D) Any permit holder aggrieved by suspension or termination of said permit may request a hearing before the City Council at its next regularly scheduled meeting; provided, said request is filed in writing with the Department not less than four (4) business days prior to said meeting.

1. The hearing shall be conducted informally. The permit holder and the Planning and Development Official may present oral or written statements of evidence supporting or opposing the suspension or termination of the permit to the City Council. Presentations by each participant shall be limited to a total time of thirty (30) minutes or less.
2. Upon conclusion of the hearing, the City Council may reverse, modify or affirm the decision of the Planning and Development Official. Written notice of the determination of the City Council shall be given to the permit holder either personally or sent by United States Mail to the address listed on the permit application.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made by and between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter referred to as “Licensor”, and _____, hereinafter referred to as “Licensee”.

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions under which the Licensee may construct, maintain, repair, and utilize the following described improvement which will infringe upon real estate owned by the Licensor:

To install a sidewalk café enclosed with a three foot tall wrought iron railing system. Licensee must maintain five feet of access for pedestrian walkway from any obstruction, such as posts, tree grades, or flange plates. An 8' vertical clearance above the walkway must be maintained. This Agreement shall pertain to only the area in front of the property at _____.

2. **Description of Real Estate.** The Licensee owns the following described real estate adjacent to Licensor’s real estate to which this Agreement shall apply:

3. **Duties and Risks.** It is understood and agreed that the Licensee may construct, maintain, repair, and utilize the above described improvement at the Licensee’s sole risk. The Licensee hereby waives any claim for damages against the Licensor, its officers, employees, agents, and independent contractors, for any damage or injury that might result to said improvement. If the Licensor, in its sole discretion, determines that any part or all of the improvement must be removed or is damaged by the Licensor, its employees, agents or independent contractors working for Licensor during the course of their employment or duties with the Licensor, Licensee agrees to assume and pay all costs

relating to the replacement or repair of the improvement. The Licensee indemnifies and holds the City harmless from and against all claims arising out of the use or occupancy allowed under this Agreement.

4. Existing Utilities. The Licensee is responsible for locating and coordinating original construction and future maintenance work on the described improvement. No excavation work will be permitted in the area of underground utility facilities until all such facilities have been located and identified to the satisfaction of all parties. The excavation must be done with care in order to avoid any possibility of damage to the utility facility. The Licensee shall be responsible for any and all damage.

5. Restoration of Property. If the construction or maintenance of the improvement identified in paragraph 1 above requires the excavation of earth, removal of hard surfacing, grass, vegetation, landscaping, or any other disruption of the service of the public right-of-way or neighboring property, the Licensee shall restore the surface of the area to the same condition as it existed immediately prior to the Licensee's work in the area.

6. Effective. This License Agreement shall take effect on the date it is executed by the Mayor of the City of Scottsbluff as dated below. It shall continue for an indefinite term or until such time as it is terminated as provided hereinafter.

7. Termination. This Agreement shall terminate upon one or more of the following occurrences:

- (a) The service of written notice of intention to terminate by Licensee and the removal of any improvements infringing upon the City's lands or right-of-way.
- (b) The Licensee's application for a permit to occupy right-of-way, has expired.
- (c) The Licensee's construction or installation of any structure and improvement of any nature upon the real estate owned by the Licensor except that described in paragraph 1 above, or the Licensee's failure to apply for and obtain a permit to alter or make improvement to its property.
- (d) The City may revoke this Agreement at any time.
- (e) Upon the termination of this Agreement, the Licensee shall be required, and hereby agrees, to remove any improvements or fixtures from the Licensor's real estate at its own expense and without cost to the Licensor. Said removal shall occur no later than thirty (30) days after receipt of the notice of intention to terminate or of any occurrences set forth in this paragraph. Should the Licensee fail to do so, the Licensor may remove or cause the removal of any improvements or fixtures from the Licensor's real estate and the Licensee agrees to reimburse the Licensor for all of its costs.

8. Assigns. This Agreement shall be binding upon the parties hereto, their successors and assigns.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties notwithstanding any oral or written agreements to the contrary. This License Agreement shall be amended only in writing and executed by all parties.

10. Law. This Agreement shall be construed in accordance with the laws of the State of Nebraska and the City of Scottsbluff, Nebraska.

Dated: _____

CITY OF SCOTTSBLUFF, a
Municipal Corporation, Licensor,

By _____
Mayor

Attest:

City Clerk

Licensee

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on _____, 2014, by
Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, Licensor.

Notary Public

State of Nebraska, Scotts Bluff County:

This License Agreement was acknowledged before me on _____, 2014, by
_____, Licensee.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Resolut.3

Council to consider an Ordinance adopting the 2014 National Electrical Code (second reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE DEALING WITH ELECTRICITY, AMENDING THE SCOTTSBLUFF MUNICIPAL CODE SECTION 4-2-33, ADOPTING THE 2014 NATIONAL ELECTRICAL CODE, SUBJECT TO CERTAIN STIPULATED MODIFICATIONS, AND REPEALING FORMER SECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. Section 4-2-33 of the Scottsbluff Municipal Code is amended to provide as follows:

“4-2-33. National Electrical Code; adopted.

The 2014 Edition of NFPA 70, National Electrical Code, as published by the National Fire Protection Association, is adopted for the purpose of establishing rules and regulations for the construction, alteration, maintenance and removal of all equipment within or on all buildings, private or public, within the area of City jurisdiction. Reference to “the National Electrical Code” or “the electrical code” throughout the Municipal Code shall mean this code. Except for those portions specifically excluded or modified by this or other sections of the Municipal Code, the National Electrical Code is adopted in this section by reference. The construction, alteration, maintenance and removal of all electrical equipment shall comply with the National Electrical Code and with additional requirements as are prescribed in this Article. One (1) copy of the National Electrical Code shall be on file in the City Clerk’s office.”

Section 2. Section 4-2-33 of the Scottsbluff Municipal Code is hereby amended, provided this Ordinance shall not be construed to effect any causes of action, civil or criminal, existing or actions pending, at the time this Ordinance becomes effective.

Section 3. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on _____, 2014.

Mayor

ATTEST:

City Clerk (Seal)

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Resolut.4

Council to consider the Ordinance authorizing the sale of .50 acres of city-owned property located at the Northeast corner of 5th Avenue and 42nd Street to Nebraska Public Power District (third reading).

Staff Contact: Rick Kuckkahn, City Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE OWNED BY THE CITY OF SCOTTSBLUFF, NEBRASKA, DESCRIBED AS A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 22 NORTH, RANGE 55 WEST OF THE SIXTH P.M., SCOTTS BLUFF COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS SET FORTH IN THIS ORDINANCE, CONTAINING APPROXIMATELY .50 ACRES.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SCOTTSBLUFF, NEBRASKA:

Section 1. The City owns the following described real estate:

A tract of land situated in the Southwest Quarter of the Southwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Section 12, thence northerly on the west line of Section 12, on an assumed bearing of N00°00'00"E, a distance of 193.00 feet, thence bearing N89°47'28"E, on a line parallel with and 193.00 feet north of the south line of Section 12, a distance of 63.00 feet, to the point of intersection with the northwest corner of a tract of land as described in Deed Book 105, page 612, Scotts Bluff County Register of Deed's office, thence bearing S00°00'00"W, on the west line of said referenced tract of land, and on a line being 63.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the southwest corner of said referenced tract of land, and said point also being the northwest corner of a second referenced tract of land as described in Deed Book 215, page 491, thence continuing southerly on the west line of second referenced tract of land, bearing S00°00'00"W, and on a line parallel with the west line of Section 12, a distance of 15.00 feet, to the point of intersection with the southwest corner of said second referenced tract of land, said corner being 78.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on the south line of said second referenced tract of land, and on a line being 78.00 feet north of and parallel with the south line of Section 12, a distance of 100.00 feet, to the point of intersection with the southeast corner of said second referenced tract of land, and said point being 163.00 feet east of the west line of Section 12, as measured perpendicular to said west line, thence bearing N00°00'00"E, on the east line of said second referenced tract of land, and on a line being 163.00 feet east of and parallel with said west line of Section 12, a distance of 15.00 feet, to the point of intersection with the northeast corner of said second referenced tract of land, and said point also being the southeast corner of the tract of land described in Deed Book 105, page 612, thence continuing northerly on the east line of said referenced tract of land, bearing N00°00'00"E, and on a line being 163.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the northeast corner of said referenced tract of land, and said point being 193.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on a line 193.00 feet north of and parallel with the south line of Section 12, a distance of 10.00 feet, thence bearing S00°00'00"W, on a line being 173.00 feet east of and parallel with the west line of Section 12, a distance of 193.00 feet, to the point of intersection with the south line of Section 12, thence bearing S89°47'28"W, on the south line of Section 12, a distance of 173.00 feet, to the Point of Beginning, containing an area of 0.50 acres, more or less, of which the west 50 feet and the south 50 feet are reserved by the City of Scottsbluff for road, signage and utility purposes (the Areal estate@).

Section 2. An offer has been made by Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, to purchase the real estate for \$1,200.00 cash. In addition, the offer includes an easement and right-of-way reserved by the City of Scottsbluff for road, street, signage, and utility purposes. The city is willing to accept this offer.

Section 3. The mayor and City Clerk are authorized to sign a contract and deed to convey the above described real estate by Deed to Nebraska Public Power District, a public corporation and political subdivision, on the following terms:

- a. The purchase price shall be \$1,200.00 in cash, which shall be paid at closing. Also at closing, the Deed will contain a reservation of a right-of-way and easement to the benefit of City of Scottsbluff for utility, road, street, and signage purposes.
- b. Closing of the sale is conditional upon no remonstrance against the sale being filed. Closing shall take place within 30 days after the expiration of the time for filing a remonstrance against the sale.
- c. It is understood between the parties that said property will not be subject to taxation when Nebraska Public Power District takes title to the property. The City of Scottsbluff shall pay all real estate taxes and personal property taxes, if any, levied or assessed against the property to the date of closing, including any taxes levied or assessed against the property for 2014.

Section 4. The Clerk shall, immediately after the passage and publication of this Ordinance, publish notice of the sale and its terms for three consecutive weeks in the Scottsbluff Star-Herald.

Section 5. This Ordinance shall become effective upon its passage, approval and publication as provided by law.

PASSED AND APPROVED ON APRIL ____, 2014.

Mayor

ATTEST:

City Clerk

Approved as to form:

Deputy City Attorney

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Resolut.5

Council to consider the Agreement to sell city-owned property to Nebraska Public Power District.

Staff Contact: Rick Kuckkahn, City Manager

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate hereinafter referred to as "Contract", is made this _____ day of _____, 2014, by and between the City of Scottsbluff, Nebraska, a municipal corporation, hereinafter referred to as "SELLER", and Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as "DISTRICT".

WITNESSETH:

1. REAL ESTATE: SELLER agrees to sell and convey to DISTRICT, and DISTRICT hereby agrees to purchase from SELLER, a parcel of land located in the City of Scottsbluff in Scotts Bluff County, Nebraska, on the following terms, conditions and covenants contained herein, which parcel of land is more particularly described as follows:

A tract of land situated in the Southwest Quarter of the Southwest Quarter of Section 12, Township 22 North, Range 55 West of the 6th P.M., Scotts Bluff County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of Section 12, thence northerly on the west line of Section 12, on an assumed bearing of N00°00'00"E, a distance of 193.00 feet, thence bearing N89°47'28"E, on a line parallel with and 193.00 feet north of the south line of Section 12, a distance of 63.00 feet, to the point of intersection with the northwest corner of a tract of land as described in Deed Book 105, page 612, Scotts Bluff County Register of Deed's office, thence bearing S00°00'00"W, on the west line of said referenced tract of land, and on a line being 63.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the southwest corner of said referenced tract of land, and said point also being the northwest corner of a second referenced tract of land as described in Deed Book 215, page 491, thence continuing southerly on the west line of second referenced tract of land, bearing S00°00'00"W, and on a line parallel with the west line of Section 12, a distance of 15.00 feet, to the point of intersection with the southwest corner of said second referenced tract of land, said corner being 78.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on the south line of said second referenced tract of land, and on a line being 78.00 feet north of and parallel with the south line of Section 12, a distance of 100.00 feet, to the point of intersection with the southeast corner of said second referenced tract of land, and said point being 163.00 feet east of the west line of Section 12, as measured perpendicular to said west line, thence bearing N00°00'00"E, on the east line of said second referenced tract of land, and on a line being 163.00

feet east of and parallel with said west line of Section 12, a distance of 15.00 feet, to the point of intersection with the northeast corner of said second referenced tract of land, and said point also being the southeast corner of the tract of land described in Deed Book 105, page 612, thence continuing northerly on the east line of said referenced tract of land, bearing N00°00'00"E, and on a line being 163.00 feet east of and parallel with the west line of Section 12, a distance of 100.00 feet, to the point of intersection with the northeast corner of said referenced tract of land, and said point being 193.00 feet north of the south line of Section 12, as measured perpendicular to said south line, thence bearing N89°47'28"E, on a line 193.00 feet north of and parallel with the south line of Section 12, a distance of 10.00 feet, thence bearing S00°00'00"W, on a line being 173.00 feet east of and parallel with the west line of Section 12, a distance of 193.00 feet, to the point of intersection with the south line of Section 12, thence bearing S89°47'28"W, on the south line of Section 12, a distance of 173.00 feet, to the Point of Beginning, containing an area of 0.50 acres, more or less, of which the west 50 feet and the south 50 feet are reserved by the City of Scottsbluff for road, signage and utility purposes.

2. PURCHASE PRICE: DISTRICT agrees to pay to SELLER, and SELLER agrees to accept from DISTRICT, as the total purchase price for the above-described real property, which contains 0.50 acres, the sum of One Thousand Two Hundred Dollars (\$1,200.00), to be paid to SELLER upon delivery of a Warranty Deed to DISTRICT.
3. TAXES AND ASSESSMENTS: It is understood between the Parties that said property will not be subject to taxation when DISTRICT takes title to the property. SELLER shall pay all real estate taxes and personal property taxes, if any, levied or assessed against the property to the date of closing, including any taxes levied or assessed against the property for 2014.
4. WARRANTY DEED: SELLER shall convey title to the real property by Warranty Deed, subject to all easements and restrictions of record, if any. The Warranty Deed and any other documents required for the conveyance of said property shall be prepared by DISTRICT at its expense.
5. AGREEMENT FOR PAYING DISTRICT TO RELOCATE FACILITIES: The parties agree that SELLER will reserve a right-of-way for road, signage and utility purposes in the west 50 feet and the south 50 feet of the above-described parcel of land. The SELLER understands and agrees that DISTRICT owns facilities that are already located in the SELLER's reserved right-of-way. If at any time, for any reason, SELLER's use of the reserved right-of-way requires DISTRICT to relocate any of the DISTRICT owned facilities in the reserved right-of-way, SELLER agrees to pay to DISTRICT all costs, including but not limited to, the costs for design, engineering, approvals

and permits, materials and equipment, construction, moving of any facilities and structures and equipment used in connection therewith, including labor and administrative costs, incurred by DISTRICT for moving such facilities.

6. TITLE POLICY: DISTRICT shall obtain a title insurance commitment to the real property to be purchased by DISTRICT, which title insurance commitment and final title policy shows marketable title to the property to be in SELLER. The cost of the title insurance shall be paid by DISTRICT. Any and all objections with respect to said title shall be submitted to SELLER in writing by DISTRICT within fifteen (15) days of DISTRICT'S receipt of the title insurance commitment, and SELLER shall clear the title of any defects specified by DISTRICT. If SELLER fails to clear title to the extent herein required, or fails to submit evidence of SELLER'S ability to clear title prior to closing, DISTRICT may clear title to the extent so required and SELLER shall pay the cost thereof; provided, however, that all such defects shall be cured prior to the closing date or DISTRICT has the right to not purchase the property.
7. ENVIRONMENTAL ASSESSMENT: DISTRICT shall be entitled to conduct an environmental assessment of the real estate prior to closing at DISTRICT'S sole expense, and SELLER shall cooperate with such assessment and permit full access by DISTRICT to the real estate for the environmental assessment. Should said environmental assessment reflect an environmental impact, SELLER shall have sufficient time, not to exceed 90 days, to rectify any impact discovered by said environmental assessment. If the environmental impacts are not cured within such time period, DISTRICT may declare this Contract null and void.
8. CLOSING DATE: The Parties agree to close this sale after all requirements under this Contract have been complied with, at a date mutually agreed to by the Parties, no later than July 1, 2014.
9. NOTICE: All notices required herein shall be in writing, and shall be mailed to the following addresses:

SELLER: CITY OF SCOTTSBLUFF
Attn: Cindy Dickinson/City Clerk
2525 Circle Drive
Scottsbluff, Nebraska 69361

BUYER: NEBRASKA PUBLIC POWER DISTRICT
Attn: Ron Starzec
PO Box 499
Columbus, Nebraska 68602-0499

With respect to all notices mailed, the date of postmark shall control.

10. DEFAULT: In the event either Party should default under the terms and conditions to be performed by that Party pursuant to this Agreement, the other Party shall have such rights and remedies as are allowed by law, including the rights of specific performance. The election or forfeiture of any one remedy shall not bar the election or cause the forfeiture of any other remedy.
11. SURVIVAL: All terms, conditions, representations and warranties of SELLER and BUYER in this Agreement shall survive the date of closing.
12. SALE SUBJECT TO STATUTORY REQUIREMENTS: The Parties agree and acknowledge that the sale and conveyance of the subject real estate by SELLER is subject to the requirements of the Nebraska Statutes pertaining to the sale of real property by a city of the first class in the State of Nebraska, including the right of the registered voters of the City of Scottsbluff, Nebraska, to file a remonstrance against such proposed sale. In the event a valid remonstrance against the proposed sale is filed, then such property shall not be sold, and the Parties hereto shall have no further liability or obligation to perform this Contract for Sale of Real Estate.
13. SEVERABILITY: In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.
14. BINDING EFFECT: This Agreement shall be binding upon the successors, assigns and legal representatives of the Parties hereto.
15. ENTIRETY: This Agreement constitutes the entire Agreement between the Parties, and any other Agreements between the Parties, unless reduced to writing and executed by the Parties, shall be null and void.

This Contract for Sale of Real Estate shall be binding upon and inure to the benefit of SELLER and DISTRICT and their lessees, successors and assigns.

Executed this ____ day of _____, 2014.

CITY OF SCOTTSBLUFF

NEBRASKA PUBLIC POWER DISTRICT

By: _____
Randy Meininger

By: _____
Alan J. Beiermann

Title: _____
Mayor

Title: _____
Land Management Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

Before me, a notary public qualified in said county, personally came Randy Meininger, Mayor of the City of Scottsbluff, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2014.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF PLATTE)

Before me, a notary public qualified in said county, personally came Alan J. Beiermann, Land Management Manager, of Nebraska Public Power District, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal on _____, 2014.

Notary Public

City of Scottsbluff, Nebraska

Monday, May 5, 2014

Regular Meeting

Item Exec1

Council reserves the right to enter into closed session if deemed necessary if the item is on the agenda.

Staff Contact: City Council